NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, June 17, 2025 at 5:30 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 876 1077 0939 | Passcode: 393324
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 876 1077 0939 | Passcode: 393324
Tuesday, June 17, 2025
5:30 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

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1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards
B. Special Presentations to Commission

3.A. Presentation of the Optimist Club Scholarship Award Recipients

3.B. Presentation of a Proclamation to the Miami Dade County LGBTQ Advisory Board

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the May 20, 2025 Meeting Minutes - Village Clerk, Alba L. Chang
05.20.2025 - Draft Minutes.pdf

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A. Code Enforcement Report (May 2025)
Code Monthly Report May-2025.pdf

9.B. Communications & Special Events Report (April 2025)
May2025CommsEvents.pdf

9.C. Traffic Enforcement Report (May 2025)
Monthly Traffic Report (May 2025).pdf

10. Village Clerk's Report

10.A. Village Clerk Report for May of 2024
2025 Advisory Board Attendance Report - May.pdf
06.17.2025 - PRR - MAY.pdf

11. Consent Agenda
A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $57,750 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission renew a Professional Service Agreement with Mr. Book in an amount not to exceed $57,750 per year.

Resolution - Ronald Book for Lobbying Services.DOCX
Exhibit A - Agreement - Lobbying - Ronald L. Book.DOCX
Exhibit 1 PSA Proposal FINAL.docx

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) OR SUCH OTHER FORM OF AGREEMENT(S) WITH MIAMI-DADE COUNTY FOR DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND/OR MONITORING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to execute a MOU with Miami Dade County for Debris removal and or monitoring services.

Resolution Authorizing VM - Debris Removal County.DOCX

11.C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATE TO THE VILLAGE'S TITLE VI NONDISCRIMINATION POLICY AND PLAN IN ACCORDANCE WITH TITLE VI, 42 U.S.C. § 2000D, OF THE CIVIL RIGHTS ACT OF 1964 AS REQUIRED TO RECEIVE FEDERAL PASS-THROUGH FUNDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission approve the Village's updated Title VI Program Policy Plan to comply with Federal requirements and the Miami-Dade County Department of Transportation and Public Works Office of Civil Rights and Labor Relations.

Resolution - Title VI Nondiscrimination Policy .DOCX
Title VI Nondiscrimination Policy and Plan ..pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF PAYROLL AND HUMAN RESOURCES MANAGEMENT SERVICES FROM AUTOMATIC DATA PROCESSING, INC. (ADP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission approve the proposal from ADP for various payroll services in the amount not to exceed $60,000 annually.

Resolution Approving ADP Payroll System
Exhibit A - ADP Proposal 1.pdf
ADP Presentation .pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (LEILANI CALZADILLA, BUILDING AND CUSTOMER SERVICE MANAGER)

It is recommended that the Village Commission approve the proposed Resolution amending the Master Fee Schedule.

Resolution Approving Updated Fee Schedule.DOCX
Exhibit A - Fee Schedule

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LIMITED REVOCABLE LICENSE AGREEMENT WITH SUNBEAM 1400 LLC FOR THE VILLAGE'S USE OF THE PROPERTY LOCATED AT 1400 79TH STREET CAUSEWAY FOR THE TEMPORARY STORAGE AND STAGING OF VILLAGE FACILITIES AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute a License Agreement with Sunbeam 1400, LLC for the Village's use of the property located at 1400 79 Street.

Resolution-Sunbeam License Agreement (Grove by the Bay).DOCX
Exhibit A - License Agreement (Grove by the Bay) .DOCX

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RELEASE OF A UNITY OF TITLE FOR THE PROPERTY LOCATED AT 7921 EAST DRIVE, UNITS 14 AND 15, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE ATTORNEY HAYDEE SERA

It is recommended that the Village Commission approve a Termination/Release of Unity of Title for the property located at 7921 East Drive, Units 14 and 15.

Resolution-Unity of Title Release.DOCX
Exhibit A - Release of Unity of Title-The Lido Units 14 and 15.DOC
#14 Warranty Deed .pdf
#15 Warranty Deed .pdf
Unity of Title- recorded.pdf

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF STORMWATER MAINTENANCE EQUIPMENT FROM ORLANDO FREIGHTLINER, INC. IN AN AMOUNT NOT TO EXCEED $425,533.00 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-VEH21.1; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORK DIRECTOR STEVEN BUCKLAND)

It is recommended that the Village Commission approve the purchase of a Freightliner 108SD chassis equipped with a PipeHunter storm drain system cleaner in an amount not to exceed $425,533

Resolution - Stormwater Equipment - Freightliner -.DOCX
Orlando Freightliner quote.pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A FORD F-450 CHASSIS AND EQUIPMENT FROM BACHRODT FT, LLC (DBA PALMETTO FORD OF MIAMI) IN AN AMOUNT NOT TO EXCEED $150,195 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA24-VEL32.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND)

It is recommended that the Village Commission approve the purchase of a Ford F-450 chassis equipped with a Stellar crane and utility body from Palmetto Ford of Miami in the amount of $150,195.00.

Resolution - Ford F-450 Superduty Palmetto Ford .DOCX
SPEC 27 F450 SUPER CAB 4X2 PRICE SHEET-f.pdf

11.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF TWO TRASH PUMPS AND RELATED EQUIPMENT FROM MWI CORPORATION (DBA MWI PUMPS) IN AN AMOUNT NOT TO EXCEED $126,710.00 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-EQU21.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends Commission approval of the purchase of two (2) Primerite CT6T03-MWI-DZ01 Self Priming 6” Trash Pumps via the 2024-2025 Florida Sheriffs Association bid #FSA23-EQU21.0 from MWI Pumps in the amount of $126,710.00.

Resolution - Stormwater Equipment - Trash Pumps - .DOCX
6 inch Pump Quote (2) 5-27-25.pdf

11.K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (PROJECT MANAGER ROGER HOGG)

It is recommended that the Village Commission approve the resolution as it will provide the framework for ongoing and future traffic safety improvements in the Village.

Resolution ILA MDC for Traffic Engineering Functions.DOCX
Exhibit A - ILA MDC for Traffic Engineering Functions.DOCX

11.L. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO WORK ORDER NO. 10-A1 WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL SERVICES RELATED TO THE EAST ENTRYWAY SIGN PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDED WORK ORDER IN AN AMOUNT NOT TO EXCEED $48,967.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP MANAGER ROGER HOGG, PE)

It is recommended that the Village Commission approve a resolution for funding WO# 010-A1 in the additional amount of $48,967.50.

Resolution-Amending Stantec WO For Entry Sign Project.DOCX
Exhibit A-NBV East Entry Sign Add Services Request.pdf
Resolution No. 2023-019 WO Stantec Entryway.pdf
STANTEC_- WO 10-A1-fully executed - f.pdf
Entrance-Way Sign East Option B--.pdf

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS)

Approve a **revised** proposal recommended by the Planning and Zoning Board.

Staff Report T6 Text Amendment (VC 061725).pdf
Ordinance - T6 Amendment Privately Initiated -FR.docx
1.1725 Kennedy Text Amendment Application Form-.pdf
2. Letter of Intent - Zoning Text Amendments.pdf
3. Illustrations for Text Amendments.pdf
Public Notice - MDC Legal Ads - 06.04.2025.pdf

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS)

Approval of the Special Area Plan as recommended by Staff and the Planning and Zoning Board.

Staff Report_Special Area Plan and Site Plan_Continuum (Updated_VC 061725).pdf
Ordinance Approving Rezoning and Creating Continuum SAP - SR.docx
Exhibit C - Continuum Waterfront District SAP (Appendix C)rev - SR.docx
1. Survey.pdf
2. Continuum Waterfront District SAP Application.pdf
4. Regulating Plan/Conceptual Site Plan - Continuum Waterfront District .pdf

5. Proposed Zoning Map.jpg
6. Level of Service Analysis for 1755.pdf
7. Level of Service Analysis for 1819.pdf
8. Massing and Shadow Studies.pdf
9. Continuum Reference Visuals.pdf
Certification Letter with mailing date.pdf
Labels.pdf
Radius Map.pdf
Notice of Public Hearing - 06.04.2025.pdf
Notice for Posting-Mailer 06.17.25.pdf
Notice of Intent to Consider a DA- Miami Herald Mailed.pdf

13.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission Approve the proposed Development Agreement during its Second Public Hearing.

Resolution - Development Agreement - Continuum - SR.docx
Notice of Intent to Consider a DA- MH-Mailed-MDCL.pdf
MH Affidavit05.09.2025 .pdf
Public Notice - 06.04.2025 MDC Legal Ads.pdf
Notice of Intent to Consider a DA - Mailed and Advertised .pdf
Notice for Posting-Mailer 06.17.25 .pdf
Development Agreement - 6-10-25 SR.docx

13.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS)

Approval of the conceptual site plan with conditions as recommended by Staff and the Planning and Zoning Board.

Staff Report - SAP and Site Plan - Continuum .pdf
2. Continuum Waterfront District Site Plan.pdf
3. Level of Service Analysis for 1755.pdf
4. Level of Service Analysis for 1819.pdf
5. Massing and Shadow Studies.pdf
6. Continuum Reference Visuals.pdf
Public Notice - PZB- MDC Legal Ads 05.22.2025 .pdf
Resolution - Continuum Waterfront District - Site Plan.docx
Exhibit A Survey.pdf
Exhibit B to Resolution .pdf
Exhibit C - Continuum Waterfront District Site Plan.pdf
Notice for Posting on Site and Mailers 06.17.25 .pdf
Notice of Public Hearing MDC Legal Ads.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion on the Shoma North Bay Village, LLC Development Agreement - Village Manager Frank Rollason

It is requested that the Village Commission provide direction to the Village Manager and Village Attorney on a potential amendment to the Development Agreement.

1850-1872 Kennedy Causeway - Development Agreement.pdf
25.02.21. Notice of Default to - 1872 79th Street Causeway.PDF
25.03.11. Shoma Response to Default Notice.pdf

25.03.18. Reply to Shoma's Response.pdf
25.04.25. Shoma Offer.pdf
25.05.30. NBV Letter to Shoma.pdf
25.06.03. Shoma Ltr to H. Sera.pdf
Shoma ltr to H. Sera 4.4.25...pdf

14.B. Discussion on Workforce Housing Program/Resilient Housing Trust Fund - Sponsored by Mayor Rachel Streitfeld
NBV Workforce Housing Program Update- June 17 Meetig.pdf
Presentation- Workforce Housing Update 6-17-25.pdf

15. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.nbvillage.com.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of the Optimist Club Scholarship Award Recipients

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The North Bay Village Optimist Club will be presenting the 2025 Scholarship Award to the following students:

1. STEM Scholarship - Donors: South. Florida Tech Friends & Palm Bay Club
Student is MBSH Verona Farfan / Presenter- Vice Mayor, Goran Cuk

2. NBV Scholarship – Donors: North Bay Village, Fraternal Order of Police, and Mayor Rachel Streitfeld
Student MBSH Joseph HudsonHull / Presenter - Commissioner Doris Acosta, presenting virtually

3. Pani Family NMBSH Scholarship – Donors: Eliana, Mario & Castrense Pani
Student is NMBSH Marianelle Jean-Francois / Presenter- Eliana or Castrense Pani

4. Julie's Realty Scholarship- Donor Yuliya Sidorevskaya
Student is MBSH Penelope Heller / Presenter – Penelope Friedland

5. Grey's Jeweller – donor Keith Grey
Student MBSH Adriana Guti / Presenter - Al Blake

Presenter is Al Blake

6. Manny Cetner Scholarship – Donor Barbara Cetner
Student MBSH Cole Gonya – NOTE* out of country in Asia / Presenter – Jane Blake

7. Dr. Doug Hornsby & Sissy Shute Scholarship- donors Sissy & Doug

Student is MBSH Matteo Marques / Presenter - Commissioner Doris Acosta Virtually
(NOTE* Matteo MAY be absent)

8. Pagani Scholarship – Donor: Mikael Hamaou
Student is MBSH Myroslava Koliadenko / Presenter - Penelope Friedland

9. WSVN Scholarship – Donor is WSVN-Channel 7, President & GM Paul Magnes
Student MBSH Maia Ottagio / Presenter – Jane Blake

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: Presentation of a Proclamation to the Miami Dade County LGBTQ Advisory Board

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Richard Chervony wishes to sponsor a Proclamation honoring the contributions and efforts of Miami Dade County's LGBTQ Advisory Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the May 20, 2025 Meeting Minutes - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village Commission held a meeting, and Minutes are being provided for the Commission's consideration and approval for the May 20, 2025, Regular Commission Meeting.

It is recommended that the Village Commission approve the meeting minutes as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

05.20.2025 - Draft Minutes.pdf

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
TUESDAY, MAY 20, 2025, | 6:00 P.M.
1666 KENNEDY CAUSEWAY, SUITE 101, NORTH BAY VILLAGE, FL. 33141
MEETING ID: 889 6094 4665 | PASSCODE: 836856

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1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 6:03 p.m.
   - **B.** ***Roll Call*****:** Present were the following Commission Members –
     - Mayor Rachel Streitfeld
     - Vice Mayor Goran Cuk
     - Commissioner Doris Acosta
     - Commissioner Richard Chervony
     - Commissioner Andrew Rotondaro

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.

   - **D.** ***Invocation*****:** None

2. **Order of Business:** The following changes were made to the agenda items:

   Mayor Streitfeld requested item 12A to be discussed after the Consent Agenda. She asked to defer items 11A and 11F to the June meeting.

   Commissioner Chervony requested item 11B be pulled for discussion.

   Vice Mayor Cuk requested that item 11D be pulled for discussion.

   ACTION: Commissioner Chervony made a motion to approve the Order of Business. Commissioner Acosta seconded it, and it passed by unanimous voice vote.

3. **Presentations**
   - **A.** ***Proclamations and Awards***
   - **B.** ***Special Presentations to Commission***

   3A. Presentation of a Proclamation on Jewish American Heritage Month - Sponsored by Mayor Rachel Streitfeld and Co-sponsored by Richard Chervony.

   A Proclamation celebrating Jewish American Heritage Month was read and presented by Mayor Streitfeld.

   3B. Presentation of 2025 Saidi Sisters Memorial Scholarship Winners

   Certificates awarding the scholarship were presented to the following winners:
   - Franz Dozsa - Sofia Saidi Memorial Scholarship

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- Verona Farfan - Sofia Saidi Memorial Scholarship
- Jude Capote - Maria Saidi Memorial Scholarship
- Mathieu Parry - Honorary Maria Saidi Memorial Scholarship

3C. Introduction of the New NBVPD K-9 Unit
Handler Officer Christopher Guzman and K-9 *Drax*

Handler Officer Branden Stephens and K-9 *Atlas*

3D. Recognition of Police Officer of the Quarter

Sergeant Norlan Benitez, Detective Hubert Molina, Detective Livan Palacio, and Officer Jairo Borrell as Officers of the Quarter for January - March 2025.

4. Open Forum:

Mark MacGyver
John Jacobson
Macauley Farra
Cody Farra

5. Approval of Commission Minutes:
A. March 18, 2025
B. April 15, 2025

ACTION: Commissioner Chervony made a motion to approve the meeting minutes for March and April. Commissioner Acosta seconded the motion, and it passed by unanimous voice vote.

6. Advisory Board Minutes / Written Report: Community Enhancement Board

Vice Chair Jacob Petrini took to the podium to update the Commission on the Community Enhancement Board's accomplishments, projects, and goals. These discussion points include improvement and enhancement of bus stops and street signs, ideas for the Village's 80th Anniversary celebration, expanding the Art-in-Public-Spaces initiative, and a live music festival happening on May 30, 2025.

Mayor Streitfeld requested the Communications Department to prepare flyers and a social media announcement promoting the music festival event.

7. Village Commission's Report:
***Commissioner Richard Chervony*:**

- Commissioner Chervony shared that he met Jose Ramos from Miami-Dade County and is closer to realizing the possibility of installing a vertiport service within the Village.
- He will sponsor a Pride Event on June 6, 2025, at Happy's Stork Lounge and Liquor Store

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Commissioner Andrew Rotondaro:

- Commissioner Rotondaro stated that he is actively working on ways to extend the deadline for the seawall grant funds, allowing the award money to be used before the expiration date approaches.

  He proposed the idea of having an application for condo owners to apply for funds to repair the seawalls on their property.

- Commissioner Rotondaro requested that staff coordinate a Sunshine Meeting to discuss the use of the grant and how it can be effectively disseminated among condo owners.

- Despite delays in the Harbor Island Sidewalk Improvement Project, progress is still being made.

- Commissioner Daro requested that a discussion item be added to the June agenda on RM-40 re-zoning.

  He would also like to direct staff to schedule a Sunshine Meeting to discuss the current grant funding available to the Village.

Commissioner Doris Acosta:

- Commissioner Acosta said she had a successful meeting with the Treasure Island Elementary School Principal, Scott H. Saperstein, to discuss ways the Village Commission can further support the school and its students.
- She shared her observations and conclusions after touring Treasure Island with Village Manager Rollason and learned about areas that can use improvement in infrastructure, public access spaces, and traffic safety.
- Commissioner Acosta announced the North Bay Village Soccer Club will come to the Village, and
- The Paddle Club's last event will be on June 8.

Vice Mayor Goran Cuk:

- Vice Mayor Cuk began by extending general praise and recognition to all staff.
- He recognized the success and scope of the 2025 #ScoopthePoop event.
- Vice Mayor Cuk shared the successful turnout at the Condo Connect Event
- He announced two events he will be sponsoring in May:
  - Clean-up event on May 21.
  - Tech Event and STEM Scholarship Offers.
- He introduced the idea of sending care packages to elderly residents of the Village
- Vice Mayor Cuk shared his upcoming event ideas:
  - Sponsoring a 5K Run in conjunction with the Resident Services Board
  - Installation of public outdoor exercise equipment
  - Incorporating Citi Bikes
  - Enhancing bike lanes for cyclist/pedestrian safety
  - Possible return of the North Bay Village bus, and
  - More public art installations around the Village

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Mayor Rachel Streitfeld:

- Mayor Streitfeld instructed staff to create a data-metric system to determine if public demand exists for implementing a Village Trolley Transportation Program.

- She spoke on the Emergency Response Operator position being filled before hurricane season officially begins. She is looking forward to meeting the applicants.
- Mayor Streitfeld said that Bill HB481 passed, and it allows for local scouting and patrolling of anchoring vessels.
- The Sustainability and Resilience Task Force Advisory Board is developing a labeling system for recycling bins that provides a clearer understanding of what items can be deposited in the bins.
- Workforce Housing Program: Mayor Streitfeld is continuing to research ways to enhance and tailor the current program to meet the needs observed in the Village. She met representatives from the workforce housing program in Miami Beach.
- Mayor Streitfeld requested that a discussion item be added to the June Meeting Agenda on Workforce Housing.
- Finally, she said the condo event with Representative Basabe was filled with questions that may lead to another session to clarify further the details on the issues condo rates are having.

8. Village Attorney's Report:

Village Attorney Haydee Sera updated the Commission on Case Number 25- 2342CA01 relating to the lease for 1353 79 Street Causeway for the Public Works yard. She stated that the owner filed a lawsuit against the Village for terminating the lease, and she would like to reach a consensus on filing a countersuit against the owner.

The Village Commission reached a consensus to file a countersuit regarding this matter.

Village Attorney Sera announced that an Executive Session to discuss the matter further will be scheduled for a date to be determined.

At this time, Vice Mayor Cuk requested the Commission add a new item (Item 14F) to the Agenda to discuss the New Community Center Groundbreaking Ceremony.

9. Village Manager's Report: *For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at https://northbayvillage-fl.gov/finance-department/*

A. ***Communications and Special Events Report*****:** April 2025
B. ***Code Enforcement Report*****:** April 2025
C. ***Traffic Enforcement Report*****:** April 2025
D. ***Hurricane Season 2025:***

Village Manager Rollason spoke with Emergency Chief Weissman from FEMA to discuss the upcoming storm season. All predictions indicate an active hurricane season, and preparation is essential; it must begin now. The Citizen Emergency Response Team [CERT] Program allows residents to take training on how to respond to post-storm emergency efforts. It will launch the program within North Bay Village to reinforce the response the Village will offer in the event of a storm. Village Manager Rollason also stated

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that he has a meeting scheduled in June with Miami-Dade County to discuss evacuation procedures and CERT training.

10. Village Clerk's Report: None
A. Village Clerk's Report: April 2025

11. Consent Agenda
A. ***Staff Items***
B. ***Proclamations / Awards / Village Key Requests***

~~**11A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING A POLICY RELATING TO THE USE OF VILLAGE RESOURCES FOR COMMUNICATING AND ORGANIZING OFFICIAL VILLAGE EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE – SPONSORED BY VICE MAYOR GORAN CUK.**~~

This item was deferred to the June meeting.

~~**11F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE – VILLAGE MANAGER FRANK ROLLASON.**~~

This item was deferred to the June meeting.

11C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE ATTORNEY RATES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE ATTORNEY HAYDEE SERA.

11E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING CBIZ CPAS P.C. FOR MUNICIPAL AUDITING SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-003; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH FORERUNNER INDUSTRIES, INC. FOR SOFTWARE SERVICES TO SUPPORT THE VILLAGE'S FLOODPLAIN MANAGEMENT AND PARTICIPATION IN THE COMMUNITY RATING SYSTEM (CRS) IN AN AMOUNT NOT TO EXCEED $11,500 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE RENEWALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

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11H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION [FDOT] FOR IMPROVEMENTS WITHIN FDOT'S RIGHT OF WAY ALONG STATE ROAD 934 - NE 79 STREET/KENNEDY CAUSEWAY - RELATED TO THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX SIGNALIZATION PERMIT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING EMERGENCY EXPENDITURES RELATED TO THE PURCHASE OF REPLACEMENT PUMPS AND SERVICES FOR THE TREASURE ISLAND AND VILLAGE HALL SEWER PUMP STATIONS IN THE AMOUNT OF $62,284.10; AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORK DIRECTOR STEVEN BUCKLAND).

11J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR SOIL SAMPLING, DRAFTING OF A SITE ASSESSMENT REPORT ADDENDUM, AND PREPARATION OF UPDATES TO THE SOIL MANAGEMENT PLAN FOR THE 1851 GALLEON STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $80,766 PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EMERGENCY PURCHASE OF REPAIR SERVICES FOR SANITATION TRUCK NO. 1801 FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER MIAMI IN AN AMOUNT NOT TO EXCEED $15,310.05; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND).

11L. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE EXECUTION OF A MASTER RENTAL AGREEMENT WITH BIG TRUCK RENTAL, LLC FOR TWO SOLID WASTE TRUCKS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

11M. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUESTS NO. 9 AND NO. 11 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $709,822 AND $40,680, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

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MOTION: Commissioner Chervony made a motion to approve the Consent Agenda. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

12. First Reading of Ordinances:
Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Village Clerk.

Item 12A was moved up at Mayor Streitfeld's request to accommodate the guest speakers present.

12A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN;" AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

Village Clerk Alba Chang read the ordinance into the official record.

Village Attorney Tony Recio read the quasi-judicial procedures.

Village Planner Silvia Vargas introduced the applicant's requests and provided a comprehensive summary of the project approvals in recent years.

The original site plan for 1755 79th Street was approved in 2022, with an amendment submitted later that year. In 2024, the plan was further modified, and a separate site plan for 1819/1855 was also approved.
Mayor Streitfeld opened the floor for public comments:

Mayor Streitfeld open the floor to Public Comment

John Jacobson – 1441 S Treasure Drive

Mayor Streitfeld closed the floor to public comments.

Attorney Christopher Penelas and Alexandra Eichner presented the Village Commission with an overall summary of the proposed development

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A new mixed-use residential project and hotel development has been proposed, which will include dedicated workforce housing units as part of its design. This project represents a partnership between the property owner and the Village, structured through a 30-year agreement. Under the terms of the agreement, the owner will provide workforce housing opportunities specifically for local residents, helping to address the community's housing affordability needs.

The development is planned in two phases:
Phase I involves the construction of the building shell, with a projected timeline of 12 months.
Phase II consists of the completion of a second tower, with an estimated construction duration of 24 months.

The project includes a maximum height of 600 feet, consistent with existing zoning allowances for the area.

Following an in-depth discussion, the Village Commission reached a consensus to approve the proposed Ordinance on first reading, with directions to staff to incorporate the amendments discussed during the meeting. The revised Ordinance will return for second reading and final approval at a future meeting.

ACTION: Mayor Streitfeld made a motion to approve the ordinance on first reading. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5 to 0 with Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

13. Public Hearings:
Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions from staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures.

13A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER, LLC AND 1819 NBV OWNER, LLC - BOTH C/O THE CONTINUUM COMPANY LLC - FOR THE PROPERTIES LOCATED AT 1755 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79 STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON.

DRAFT

Village Clerk Alba Chang read the resolution into the official record.

Village Attorney Tony Recio read the quasi-judicial procedures, and Village Planner introduced the applicant's request, providing a summary of the site's history.

The Commission expressed concerns about noise and alcohol consumption. There was a consensus to collect more Community Contribution Fees and waive the construction hours fees. It was suggested that any code amendment or any new submission be assessed with new fees.

Additionally, the Commission asked to negotiate payment in lieu of Workforce Housing contribution and offer 16 units as workforce housing rentals for 30 years.

The development Agreement will be considered on second reading during the June 17th Commission Meeting.

14B. Discussion on Exploring the Increase of Community Contribution Fees for New Developments - Sponsored by Commissioner Richard Chervony and Co-sponsored by Mayor Rachel Streitfeld.

Commissioner Chervony proposed raising the Community Contributions to $1,000 per 10 feet.

There was a brief discussion on how to amend the community contributions fees and exploring a real estate consultant to conduct an assessment of all the Village Community Contribution fees,

Mayor Streitfeld suggested a real estate expert to explore and analyze community contribution fees for the Village.

There was a Commission consensus to direct the Village Manager to engage a real estate consultant to assess the Village Community Contribution fees.

11B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH MICHELLE LARCHE DBA CHELLA FIT 305 FOR FITNESS RECREATION SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY VICE MAYOR GORAN CUK.

Commissioner Chervony wanted clarity on the budget line item for this resolution. He inquired as to why this was being addressed now instead of the new fiscal year hearings.

Commissioner Chervony requested a report on all recreational spending thus far.

MOTION: Mayor Streitfeld made a motion to approve item 11B. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5 to 0 with Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

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11D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR THE YMCA OF SOUTH FLORIDA, INC. 2025 SUMMER CAMP PROGRAM IN AN AMOUNT NOT TO EXCEED $30,560; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO).

Vice Mayor Cuk pulled this item to learn how many of the enrolled students are TIES students who live in the Village, TIES students who reside outside the Village and enrollment of children who are neither a resident nor a TIES student.

Human Resources Director Jenice Rosado took to the podium to relay the figures:

124 children in total have been enrolled. Out of those, 166 are Village residents attending TIES. There are 18 students enrolled who live outside the Village but attend TIES. There are no enrollments in the third category.

MOTION: Mayor Streitfeld made a motion to pass item 11D. Commissioner Chervony seconded the motion.

Upon a roll-call vote, the motion passed 5-0, with Mayor Streitfeld, Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

14. Discussion/Action Items

A. ***Unfinished Business***

B. ***New Business***

14A. Discussion on the Shoma North Bay Village, LLC Development Agreement - Village Manager Frank Rollason.

Village Manager Rollason and Attorney Sera were authorized to negotiate with the developer to reach a mutually beneficial agreement. The Village's terms to present at such a meeting are as follows:

Vice Mayor Cuk offered a contribution of $1.5 million to the Community Contribution Fund, contingent upon Publix Supermarket being part of the deal; however, there was discussion that the supermarket might have withdrawn from the project.

ACTION: Vice Mayor Cuk made a motion to approve the following:
1. $1.5 Million offer as a Community Contribution.
2. Confirmation of Public is part of the project
3. Confirmation that the developer has secured a construction loan.

Commissioner Acosta seconded the motion.

Upon roll call vote, motion passed 3-2, with Vice Mayor Cuk, Commissioner Acosta, and Commissioner Daro voting for. Commissioner Chervony and Mayor Streitfeld voted against.

14C. Discussion on NBV Micromobility - Commissioner Doris Acosta.

DRAFT

Commissioner Acosta introduced the idea of incorporating a micromobility program in North Bay Village. Micromobility is a means of transportation for individuals across relatively short distances, ensuring safety and convenience. She said the shuttle transporting people across the Causeway on busy weekend nights can allow further pedestrian safety and options for the physically impaired.

Vice Mayor Cuk explained that these endeavors have been introduced before, and given the Village's small size, they are an obsolete service with little use and demand.

14D. Discussion on Establishing an Internship Program in North Bay Village - Sponsored by Commissioner Doris Acosta.

Commissioner Acosta introduced the idea to incorporate an internship program at Village Hall for teens and young adults. She detailed the prospective schedule to be under 30 hours/week for two weeks, and in cases of a potential applicant under the age of 18, she has a consent form for the parent/guardian of the child.

After a brief discussion, the other Commission Members decided this idea is not thoroughly fleshed out to address the concerns introduced by some members of the Dais and needs to be revisited.; however, there was consensus to have one intern for the Treasure Island Commissioner.

14E. Discussion Regarding the 2025 Summer Recess Schedule for Commission Meetings - Village Clerk, Alba L. Chang.

Village Clerk Alba Chang addressed the Commission to inquire about their preferred dates for Summer Recess. There was consensus to recess in the month of August.

14F. Discussion on the organization and progress of the groundbreaking ceremony for the Community Center – Vice Mayor Cuk.

Vice Mayor Cuk instructed staff to actively promote the event and ensure all details were reviewed in advance to ensure it is as smooth and seamless as possible.

15. Adjournment

ACTION: Commissioner Chervony made a motion to adjourn the meeting. Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 12:10 a.m.

Accepted this 17th day of June 2025.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (May 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $13,725.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report May-2025.pdf

	Code	Statistics	Nov-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #101	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #203	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #704	Operating/Advertising	Warning	11/2/2019		
7904 west Dr. #206	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #303	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #111	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 914	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 917	Operating/Advertising	Warning	11/2/2019		
7700 Miami View Dr.	Special Magistrate	SM Order	10/29/2019		$29,160.00
7939 East Dr. #15	Operating/BTR	Citation	11/4/2019		$1,100.00
7904 East Dr. #407	Operating/BTR	Citation	11/4/2018	$1,100.00	
7700 Beach View Dr.	Operating/noise	Citation	11/13/2019		$1,100.00
1365 Bay Ter.	Operating	Citation	11/13/2019		$1,000.00
7904 West Dr. #507	Operating/BTR	Citation	11/15/2019		$2,100.00
7525 W Treasure Dr.	Operating	Citation	11/18/2019		$1,100.00
7540 Mutiny Ave.	Operating	Citation	11/20/2019		$550.00
7904 West Dr. #916	Operating /BTR	Citation	11/22/2019		$1,100.00
				$1,100.00	$37,210.00

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		
7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00
	Landscape	Citation	12/13/2019		$675.00

1665 Kennedy Cswy	Noise/Permit	Citation	12/27/2019		$400.00
7901 Hispanola Ave	Noise	Citation	12/27/2019		$300.00
1665 Kennedy Cswy	Noise	Citation	12/30/2019	$500.00	
				$1,600.00	$8,525.00

	Code	**Statistics**	**Jan-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1665 Kennedy Cswy	Noise/Permit	Citation	1/3/2020		$500.00
7940 West Dr.	Landscape	Citation	1/6/2020		$200.00
7900 Harbor Island #PH13	Operating/Advertising	Warning	1/6/2020		
7900 Harbor Island #PH17	Operating/Advertising	Warning	1/6/2020		
1865 Kennedy Cswy	WWP	Citation	1/9/2020	$500.00	
1401 Kennedy Cswy	WWP	Citation	1/4/2020	$200.00	
1401 Kennedy Cswy	WWP/Noise	Citation	1/11/2020	$500.00	
1550 S Treasure Dr.	WWP	Citation	1/11/2020	$200.00	
7904 West Dr. #1016	Special Magistrate	Order	1/13/2020		$2,000.00
1441 S Treasure Dr.	Special Magistrate	Order	1/16/2020		$400.00
1830 S Treasure Dr	Special Magistrate	Order	1/21/2020		$1,100.00
7509 Adventure Ave	Special Magistrate	Order	1/22/2020		$675.00
7711 Beach View Dr	WWP	Citation	1/23/2020		$500.00
7800 Beach View Dr	Trash	Citation	1/24/2020		$100.00
1865 Kennedy Cswy #3M	Noxious Odor	Citation	1/2/2020		$100.00
7504 Jewel Ave	WWP	Citation	1/2/2020		$500.00
1665 Kennedy Cswy	WWP	Citation	1/28/2020		$500.00
7904 West Dr. #115	Operating/Advertising	Citation	1/3/2020	$1,100.00	
7504 Adventure Ave	Operating/Advertising	Warning	1/6/2020		
1550 S Treasure Dr.	WWP	Citation	1/28/2020		$400.00
7900 Harbor Island #PH13	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7900 Harbor Island #PH17	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7920 East Drive	Minimum Housing	Warning	1/13/2020		
7401 Miami View Dr	Landscape	Warning	1/13/2020		
				$6,700.00	$6,975.00

	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00
7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00

1665 Kennedy Cswy	Blocking ROW	Warning	2/12/2020		
7920 West Dr	Dead Storage	Warning	2/7/2020		
Jewel /S.Treasure Dr	Dead Storage	Warning	2/11/2020		
7531 Miami View Dr	WWP	Citation	1/29/2020	$500.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/14/2020	$50.00	
1872 Kennedy Cswy	WWP	Citation	2/14/2020	$500.00	
7701 Coquina Dr	Landscape	Citation	2/21/2020	$500.00	
7711 Beach View Dr.	Operating/Advertising	Citation	2/19/2020	$1,100.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/19/2020	$50.00	
7552 Mutiny Ave	WWP	Citation	2/20/2020	$500.00	
1886 Kennedy Cswy	BTR	Warning	2/14/2020		
1888 Kennedy Cswy	BTR/Single use	Warning	2/14/2020		
1880 Kennedy Cswy	BTR	Warning	2/14/2020		
7810 Center Bay Dr	Landscape	Warning	2/19/2020		
7525 Buccaneer Ave	Fence	Warning	2/24/2020		
Adventure/S.Treasure Dr	Dead Storage	Warning	2/18/2020		
Galleon/E.Treasure Dr	Dead Storage	Warning	2/5/2020		
7934 West Dr	Knox Box	Warning	2/17/2020		
1625 Kennedy Cswy	Knox Box	Warning	2/17/2020		
1865 Kennedy Cswy	WWP	Citation	2/15/2020	$500.00	
1872 Kennedy Cswy	Trash	Citation	2/17/2020	$200.00	
1666 Kennedy Cswy	Minimum Housing	Warning	2/7/2020		
7525 W Treasure Dr	Operating/Advertising	Citation	2/28/2020		$2,100.00
1624 Kennedy Cswy	BTR	Warning	2/26/2020		
1630 Kennedy Cswy	BTR	Warning	2/27/2020		
7601 E Treasure Dr #4	BTR	Warning	2/27/2020		
7601 E Treasure Dr #20	BTR	Warning	2/27/2020		
				$3,900.00	$4,500.00

	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		
7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		

1580 79th St CSWY	Graffiti	Warning	3/11/2020		
1600 79th St CSWY	Graffiti	Warning	3/11/2020		
7904 West Dr #206	Special Magistrate	Order	3/9/2020		$1,500.00
7601 E. Treasure Dr #25	BTR	Warning	3/10/2020		
7601 E Treasure Dr #10	Trash	Warning	3/11/2020		
7601 E. Treasure Dr	Dumpster Regulations	Warning	3/11/2020		
7904 West Dr #112	WWP	Citation	3/12/2020	$500.00	
7544 Mutiny Ave	Operating/Advertising	Warning	3/12/2020		
7830 Miami View Dr	Operating/Advertising	Warning	3/12/2020		
7904 West Dr #303	Operating/advertising	Citation	3/12/2020	$1,100.00	
1550 Kennedy Cswy	BTR	Warning	3/12/2020		
1555 N.Treasure Dr #311	Operating/Advertising	Warning	3/12/2020		
1850 S. Treasure Dr	WWP	Citation	3/14/2020	$200.00	
1850 S. Treasure Dr	Noise	Citation	3/14/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	3/17/2020	$1,000.00	
7610 Center Bay Dr	BTR	Citation	3/17/2020	$100.00	
7525 W. Treasure Dr	Operating/Advertising	Citation	3/17/2020	$2,000.00	
7525 W. Treasure Dr	BTR	Citation	3/17/2020	$100.00	
7529 Bounty Ave	Building Maintenance	Warning	3/18/2020		
7410 Beach View Dr	Landscape/Pool	Warning	3/18/2020		
1400 Kennedy Cswy	Trash/Signs	Warning	3/18/2020		
Utility Contractor	Obstructing ROW	Citation	3/18/2020	$50.00	
7904 West Drive #604	Special Magistrate	Order	3/24/2020		$2,000.00
7929 West Dr	Knox Box	Warning	3/19/2020		
1401 Kennedy Cswy	Noise	Citation	3/26/2020	$200.00	
7508 Jewel Ave	Operating/Advertising	Citation	3/27/2020	$1,100.00	
7508 Jewel Ave	Emergency Order	Citation	3/27/2020	$250.00	
7601 E Treasure Dr	Emergency Order	Warning	3/30/2020		
Various	Emergency Order	Advisory	Various		
				$8,100.00	$6,000.00

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00
7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00

7925 West Dr	Seawall	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/10/2020		$500.00
1850 S Treasure Dr	Noise	Citation	4/6/2020		$200.00
1850 S Treasure Dr	WWP	Citation	4/6/2020		$200.00
7601 E Treasure Dr #2119	Emergency Order	Citation	4/15/2020	$250.00	
7508 Jewel Ave	Operating/Advertising	Citation	4/16/2020	$2,000.00	
7508 Jewel Ave	BTR	Citation	4/16/2020	$100.00	
7508 Jewel Ave	Emergency Order	Citation	4/16/2020	$250.00	
7904 West Dr #1003	Operating/Advertising	Citation	4/17/2020	$2,000.00	
7904 West Dr #1003	BTR	Citation	4/17/2020	$100.00	
7904 West Dr #1003	Emergency Order	Citation	4/17/2020	$250.00	
7904 West Dr #1005	Emergency Order	Citation	4/17/2020	$250.00	
7536 W Treasure Dr	WWP	Citation	4/17/2020	$500.00	
7904 West Dr #1005	Operating/Advertising	Warning	4/17/2020		
7904 West Dr	WWP	Citation	4/20/2020	$500.00	
7601 E Treasure Dr #CU19	Emergency Order	Citation	4/21/2020	$250.00	
7508 Jewel Ave	Various	Citation	4/23/2020		$1,350.00
7508 Jewel Ave	Various	Citation	4/23/2020		$2,350.00
1880 S Treasure Dr #3A	WWP	Citation	4/23/2020	$500.00	
1480 S Treasure Dr	Trash	Warning	4/24/2020		
7517 Buccaneer Ave	Noise	Citation	4/25/2020	$200.00	
1860 Kennedy Cswy	Trash	Citation	4/27/2020	$200.00	
7911/7913 West Dr	Trash	Warning	4/24/2020		
(15) Lien Searches					
				$7,750.00	$7,750.00

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		
7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		

1755 Kennedy Cswy	Graffiti/Trash	Warning	5/11/2020		
7934 West Dr #1005	Operating/Advertising	Warning	5/13/2020		
1640 N Treasure Drive	Operating/Advertising	Warning	5/13/2020		
1540 S Treasure Dr	Landscape	Warning	5/13/2020		
7553 Adventure Ave	Landscape	Warning	5/13/2020		
7536 W Treasure Dr	WWP	Citation	5/13/2020		$500.00
7711 Beach View Dr	Operating/Advertising	Citation	5/14/2020	$2,000.00	
7711 Beach View Dr	BTR	Citation	5/14/2020	$100.00	
1440 S Treasure Dr	Landscape	Warning	5/14/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Warning	5/15/2020		
7557 Mutiny Ave	Operating/Advertising	Warning	5/15/2020		
7544 Adventure Ave	Operating/Advertising	Warning	5/16/2020		
7623 Beach View Dr	Trash	Citation	5/16/2020	$200.00	
7544 Adventure Ave	Property Maintenance	Warning	5/18/2020		
7926 East Drive	Noise	Citation	5/18/2020	$100.00	
7940 West Drive	Fence	Warning	5/20/2020		
1860 Kennedy Cswy	Trash	Citation	5/20/2020		$200.00
1401 Kennedy Cswy	WWP	Citation	5/22/2020	$500.00	
7904 West Drive #205	Operating/Advertising	Citation	5/23/2020	$1,000.00	
7904 West Drive #205	BTR	Citation	5/23/2020	$100.00	
1555 Kennedy Cswy	Fence	Warning	5/20/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	5/22/2020		
1880 Kennedy Cswy	Trash	Warning	5/27/2020		
7556 W Treasure Dr	Expired Permits	Citation	5/27/2020	$500.00	
1550 S Treasure Dr	Noise/WWP	Citation	5/27/2020		$1,100.00
7501 Adventure Ave	Landscape ROW	Warning	5/28/2020		
7601 E Treasure Dr	Emergency Order	Citation	5/28/2020		$250.00
Lien Searches (14)					
				$5,350.00	$5,100.00

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		
1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		
1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		

1555 Kennedy Cswy	Landscape ROW	Warning	6/8/2020		
7711 Beachview Dr	Trash	Warning	6/9/2020		
1900 S Treasure Drive	Trash	Warning	6/9/2020		
7525 Cutlass Ave	Landscape	Warning	6/9/2020		
Vacant Coquina Lot	Landscape	Warning	6/9/2020		
1725 Kennedy Cswy	Prohibited Sign	Warning	6/11/2020		
7556 W Treasure Dr	Special Magistrate	Order	6/15/2020		$325.00
7556 W Treasure Dr	WWP	Citation	6/12/2020		$500.00
7720 Miami View	Noise	Warning	6/8/2020		
1450 S Treasure Dr	Landscape	Warning	6/15/2020		
7810 Center Bay Dr	Landscape	Warning	6/15/2020		
1830 S Treasure Dr	Trash	Warning	6/15/2020		
7731 Coquina Dr	Operating/Advertising	Citation	6/12/2020	$1,000.00	
7731 Coquina Dr	BTR	Citation	6/12/2020	$100.00	
7731 Coquina Dr	Emergency Order	Citation	6/12/2020	$250.00	
1865 Kennedy Cswy #4J	WWP	Citation	6/12/2020	$500.00	
7904 West Drive #115	Operating/Advertising	Citation	6/11/2020	$1,000.00	
7904 West Drive #115	BTR	Citation	6/11/2020	$100.00	
7904 West Drive #115	Emergency Order	Citation	6/11/2020	$250.00	
7410 Center Bay Dr	WWP	Citation	6/12/2020		$300.00
1830 S Treasure Dr	Bulk Trash	Warning	6/15/2020		
1450 S Treasure Dr	Trash	Warning	6/15/2020		
7536 Mutiny Ave	Trash/Recycling	Warning	6/16/2020		
Kennedy Cswy/Harbor	Prohibited Sign	Removed	6/18/2020		
7917 West Drive	Bulk Trash	Warning	6/22/2020		
1865 Kennedy Cswy #4J	WWP	Citation	6/22/2020		$500.00
1800 Kennedy Cswy #A201	Minimum Housing	Warning	6/25/2020		
7929 West Drive	Bulk Trash	Warning	6/25/2020		
7911/7913 West Dr	Trash	Warning	6/25/2020		
1400 Kennedy Cswy	Fence	Warning	6/25/2020		
7904 West Drive #1003	Operating/Advertising	Citation	6/23/2020		$2,100.00
7525 E Treasure Dr	Special Magistrate	Order	6/24/2020		$1,000.00
1801 S Treasure Dr #329	Trash/Littering	Citation	6/26/2020	$250.00	
7711 Beachview Dr	Landscape/Trash	Warning	6/29/2020		
7510 Coquina Dr	Landscape/Trash	Warning	6/29/2020		
7532 W Treasure Dr	Trash	Warning	6/30/2020		
Lien Searches (32)					
				$3,450.00	$6,475.00

	Code	**Statistics**	**Jul-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		

7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		
7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	
7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00

7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00
	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		
1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	

7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					
				$3,800.00	$3,850.00

	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		
1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	

7421 Coquina Drive	Bulk trash	Warning	9/14/2020		
1701 S Treasure Drive	Bulk trash	Warning	9/14/2020		
Folio # 23-3209-014-0190	Trash	Warning	9/14/2020		
7623 Beachview Drive	Emergency Order	Citation	9/15/2020	$250.00	
1700 Kennedy Cswy #110	BTR	Warning	9/12/2020		
1872 Kennedy Cswy	WWP	Citation	9/16/2020		$500.00
7421 Center Bay Dr	Noise	Warning	9/12/2020		
1900 S Treasure Dr	Noise	Warning	9/18/2020		
7508 Bounty Ave	Landscaping	Warning	9/19/2020		
1701 N Treasure Dr #6	Landscaping	Citation	9/19/2020	$200.00	
7508 Adventure Ave	Landscaping	Warning	9/19/2020		
1666 Kennedy Cswy	Noise	Citation	9/19/2020	$200.00	
1666 Kennedy Cswy	WWP	Citation	9/19/2020	$500.00	
7553 Adventure Ave	Bulk trash	Warning	9/21/2020		
8000 West Drive	Bulk trash	Warning	9/21/2020		
7623 Beachview Drive	Trash	Citation	9/17/2020		$200.00
7540 W Treasure Dr	Trash/Debris	Warning	9/22/2020		
1865 Kennedy Cswy #PHN	Special Magistrate	Order	9/24/2020		$3,000.00
7937 West Drive	Minimum Housing	Citation	9/23/2020		$250.00
1881 Kennedy Cswy	Noise	Citation	9/21/2020		$200.00
7904 West Drive #CU12	BTR	Citation	9/24/2020	$100.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
7544 W Treasure Dr	WWP	Citation	9/25/2020	$500.00	
1441 S treasure Dr	Emergency Order	Citation	9/25/2020	$250.00	
7720 Miami View Dr	WWP	Citation	9/26/2020	$500.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020	$250.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020		$250.00
7525 Buccaneer Ave	Noise	Citation	9/29/2020		$200.00
1520 S Treasure Drive	Noise	Citation	9/29/2020		$200.00
(53) Lien Searches					
				$6,150.00	$23,700.00

	Code	**Statistics**	**Oct-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		

1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	
7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00
7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		
1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		

7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00
	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		
1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	
1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00

7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		
7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	
1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00

1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00
Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	

1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		
7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	
7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		

7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		
7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		
7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		
7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		

7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	ulk Trash/Property Maintenanc	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		
7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00
7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		

(41) Lien Searches					
				$4,650.00	$25,087.50
	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	
7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		

7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		
1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00
7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		

7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00
7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		
7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00

1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00
1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00
7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00

(64) Lien Searches					
				$2,300.00	$7,850.00
	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		
7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		
7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		

1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		
7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	**Statistics**	**Aug-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		

7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00
7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00
7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		

7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00
	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		
Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00

7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00
7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00
7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00

	Code	**Statistics**	**Oct-21**	**$**	**$**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		
7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00
7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		

7711 Beach View Drive	Trash Cans	Warning	10/30/2021				
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00			
7505 Cutlass Ave	Noise	Warning	10/30/2021				
(46) Lien Searches							
				$2,150.00	$8,025.00		
	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			
7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			
Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				

1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				
1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		
	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				

1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			
1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				

7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		
	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			
7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		
7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	1
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				

(49) Lien Searches							
				$2,900.00	$3,900.00		
	Code	**Statistics**	**Feb-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				
7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00		Yes	1
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	1
7552 Bounty Ave	Trash	Warning	2/28/2022				

7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				
7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				

7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				
Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		

	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00		Yes	2
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	2
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				

7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				
7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			
7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			

Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				
Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				
7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		
	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		

7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				
7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		
	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				

Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			
7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		
7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				

7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		
	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		
7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				

7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1640 N Treasure Drive	Landscape	Warning	8/27/2022				
1670 N Treasure Drive	Landscape	Warning	8/27/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/27/2022				
7536 W Treasure Drive	Noise	Citation	9/1/2022	$250.00		No/Long Term	
7536 W Treasure Drive	Noise	Citation	9/2/2022	$500.00		No/Long Term	
Treasure Island	Derelict/Storage Vehicle	Warning	9/5/2022				
1600 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1872 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1725 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
8000 West Drive #405	Operating/Advertising	Warning	9/7/2022				
7517 Buccaneer Ave	WWP	Citation	9/7/2022		$250.00		
1600 Kennedy Cswy	Trash	Citation	9/7/2022		$200.00		
7401 Center Bay Drive	Landscape	Warning	9/8/2022				
7517 Hispanola Ave	Landscape	Warning	9/8/2022				
1670 S Treasure Drive	Noise	Citation	9/8/2022	$250.00			
7544 Mutiny Ave	WWP	Citation	9/8/2022	$250.00			
7500 Beach View Drive	Noise	Citation	9/9/2022		$250.00		

7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				
1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		
7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		
	Code	**Statistics**	**Oct-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1601 Kennedy Cswy	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Noise	Citation	10/1/2022	$250.00			

7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			
7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		
7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				
7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				

Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

	Code	**Statistics**	**Nov-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Bounty Ave	WWP	Citation	11/1/2022		$250.00		
7513 Bounty Ave	Noise	Citation	11/1/2022		$250.00		
7545 E Treasure Drive	WWP	Citation	11/1/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	11/1/2022				
1359 Bay Terrace	Bulk Trash	Warning	11/1/2022				
7928 West Drive #510	WWP/SWO	Citation	11/2/2022	$250.00			
23-3209-008-1200	Vacant Lot Fee	Warning	11/2/2022		$250.00		
7525 Buccaneer Ave	Noise	Citation	11/3/2022		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	11/3/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	11/2/2022				
7910 West Drive	Bulk Trash	Warning	11/1/2022				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/4/2022		$250.00		
7918 West Drive	Noise	Citation	11/5/2022	$250.00			
7711 Miami View Drive	Noise	Citation	11/5/2022	$250.00			
All Construction Sites	Order to Secure	Warning	11/7/2022				
7933 West Drive	Bulk Trash	Warning	11/7/2022				
7920 East Drive	Bulk Trash	Citation	11/7/2022	$200.00			
1401 Kennedy Cswy	Bulk Trash	Warning	11/8/2022				
23-3209-033-0001	Minimum Housing	Citation	11/8/2022		$250.00		
Various Locations	Order to Secure	Warning	11/8/2022				

1365 Bay Terrace	Trash Cans	Warning	11/8/2022				
7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				
1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

	Code	**Statistics**	**Dec-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1755 Kennedy Cswy	Trash	Warning	12/2/2022				
7509 Mutiny Ave	Noise	Citation	12/3/2022	$250.00			
7938 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
1530 Kennedy Cswy	WWP	Citation	12/5/2022	$250.00			

7920 East Drive	Minimum Housing	Warning	12/5/2022				
1900 S Treasure Drive	WWP	Citation	12/6/2022	$250.00			
7500 Center Bay Drive	Special Magistrate	Order	12/6/2022		$6,000.00		
Treasure Island	Derelict Vehicle	Warning	12/7/2022				
7509 Mutiny Ave	Blocking ROW	Warning	12/7/2022				
7525 E Treasure Drive	Bulk Trash	Warning	12/8/2022				
7731 Miami View Drive	Bulk Trash	Warning	12/8/2022				
7920 East Drive	Minimum Housing	Citation	12/8/2022	$250.00			
1470 S Treasure Drive	Noise	Citation	12/7/2022		$100.00		
7509 Mutiny Ave	Noise	Citation	12/8/2022		$250.00		
1356 Bay Terrace	Stagnant Water	Warning	12/10/2022				
7505 Cutlass Ave	Noise	Citation	12/10/2022				
8000 West Drive	Landscape	Warning	12/12/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	12/12/2022	$500.00			
7710 Miami View Drive	Bulk Trash	Warning	12/13/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	12/13/2022		$250.00		
1670 S Treasure Drive	Construction Site Maint.	Warning	12/15/2022				
7505 Bounty Ave	WWP	Citation	12/16/2022		$250.00		
7721 Coquina Drive	Landscape	Warning	12/15/2022				
7529 Mutiny Ave	Landscape	Warning	12/16/2022				
7631 Miami View Drive	Landscape	Warning	12/16/2022				
7720 Miami View Drive	Noise	Warning	12/17/2022				
1356 Bay Terrace	Noise	Warning	12/17/2022				
7701 Miami View Drive	Noise	Citation	12/17/2022	$250.00			
1530 Kennedy Cswy	WWP	Citation	12/16/2022		$250.00		
1900 S Treasure Drive	WWP	Citation	12/19/2022		$250.00		
Treasure Island	Prohibited Sign	Removed	12/20/2022				
Treasure Island	Prohibited Sign	Removed	12/20/2022				
1630 S Treasure Drive	Vacant Lot Fee	Warning	12/20/2022		$250.00		
7910 West Drive	Trash	Warning	12/21/2022				
7552 Mutiny Ave	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7701 Miami View Drive	Bulk Trash	Warning	12/21/2022				
1680 S Treasure Drive	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7710 Miami View Drive	Trash	Warning	12/22/2022				
1356 Bay Terrace	Noise	Warning	12/26/2022				
7600 Beach View Drive	WWP	Citation	12/27/2022	$250.00			
7920 East Drive	Minimum Housing	Citation	12/27/2022		$250.00		
1550 Kennedy Cswy	Bulk Trash	Warning	12/27/2022				
7920 East Drive	Trash	Citation	12/27/2022		$200.00		
7533 Bounty Ave	Noise	Warning	12/27/2022				
1356 Bay Terrace	Landscape	Citation	12/28/2022		$200.00		
1356 Bay Terrace	WWP	Citation	12/28/2022		$250.00		
8000 West Drive	Landscape	Warning	12/29/2022				
(43) Lien Searches							

				$2,500.00	$9,000.00		
	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				
7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				
1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			

7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			
7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		
	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	1
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				
8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				
7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				

7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	1
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		
7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				

7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				
7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				
7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		

1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				
7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		
	Code	**Statistics**	**Apr-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			
1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				

1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		

	Code	**Statistics**	**May-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7553 Bounty Ave	Construction Site Maint.	Warning	5/1/2023				
7501 Adventure Ave	Landscape	Warning	5/1/2023				
7500 E Treasure Drive	Noise	Citation	5/1/2023	$250.00			
1700 Kennedy Cswy #136	Noise	Warning	5/2/2023				
7913 West Drive	Construction Site Maint.	Warning	5/3/2023				
1801 S Treasure Dr #526	WWP	Citation	5/4/2023	$250.00			
7711 Beach view Drive	Construction Site Maint.	Warning	5/4/2023				

7509 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7537 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7500 E Treasure Drive	Noise	Citation	5/4/2023		$250.00		
1570 S Treasure Drive	WWP	Citation	5/8/2023		$250.00		
7510 Beach View Drive	Property Maintenance	Warning	5/8/2023				
7441 Center Bay Drive	Bulk Trash	Warning	5/8/2023				
1755 Kennedy Cswy	Trash	Warning	5/8/2023				
1570 S Treasure Drive	Noise	Citation	5/8/2023		$100.00		
1356 Bay Terrace	Fence	Warning	5/10/2023				
7731 Coquina Drive	WWP	Citation	5/11/2023	$250.00			
1880 S Treasure Drive	WWP	Citation	5/11/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	5/11/2023				
7927 East Drive	Trash	Warning	5/15/2023				
7927 East Drive	Trash	Citation	5/16/2023		$200.00		
7620 Coquina Drive	Construction Site Maint.	Warning	5/16/2023				
7401 Miami View Drive	Landscape	Warning	5/16/2023				
Treasure Island	Prohibited Sign	Removed	5/16/2023				
7700 Center Bay Drive	Landscape	Warning	5/16/2023				
7440 Miami View Drive	Bulk Trash	Warning	5/16/2023				
7525 E Treasure Dr #912	Operating/Advertising	Warning	5/16/2023				
7920 East Drive	Bulk Trash	Warning	5/16/2023				
7421 Center Bay Drive	Noise	Citation	5/17/2023		$250.00		
1480 S Treasure Drive	Bulk Trash	Warning	5/17/2023				
7904 West Drive #516	WWP	Citation	5/17/2023	$250.00			
1872 Kennedy Cswy	Graffiti	Warning	5/18/2023				
1872 Kennedy Cswy	Trash/Bulk Trash	Warning	5/18/2023				
7918 West Drive	Noise	Citation	5/19/2023		$500.00		
7621 Coquina Drive	Noise	Citation	5/20/2023	$250.00			
7904 West Drive #104	WWP	Citation	5/22/2023	$250.00			
1620 N Treasure Drive	Landscape	Warning	5/23/2023				
7513 Bounty Ave	WWP	Citation	5/25/2023		$250.00		
1801 S Treasure Dr #526	WWP	Citation	5/25/2023		$250.00		
1624 Kennedy Cswy	Bulk Trash	Warning	5/25/2023				
7401 Center Bay Drive	Blocking ROW	Warning	5/25/2023				
7904 West Drive #515	Operating/Advertising	Citation	5/25/2023	$250.00			
7904 West Drive #515	BTR	Citation	5/25/2023	$100.00			
7601 E Treasure Drive	Illicit Discharge	Citation	5/26/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	5/26/2023	$200.00			
7504 W Treasure Drive	Bulk Trash	Warning	5/26/2023				
1455 N Treasure Dr #7B	Noise	Citation	5/28/2023	$250.00			
7401 Miami View Drive	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Trash	Citation	5/30/2023	$200.00			
1820 S Treasure Drive	Special Magistrate	Order	5/30/2023		$1,600.00		
7510 Beach View Drive	Minimum Housing	Citation	5/31/2023	$250.00			
7501 E Treasure Drive	Trash	Warning	5/31/2023				

(31) Lien Searches							
				$3,650.00	$4,150.00		
	Code	**Statistics**	**Jun-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Fence	Warning	6/1/2023				
7904 West Drive #515	WWP	Citation	6/1/2023		$250.00		
7904 West Drive #515	BTR	Citation	6/1/2023		$100.00		
1666 Kennedy Cswy	Noise	Warning	6/3/2023				
7545 Hispanola Ave	Noise	Citation	6/3/2023	$250.00			
8020 East Drive #214	Bulk Trash	Warning	6/3/2023				
7553 Bounty Ave	WWP	Citation	6/5/2023	$250.00			
7928 West Drive #510	Operating/Advertising	Citation	6/5/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/5/2023	$100.00			
Treausre Island	Prohibited Sign	Removed	6/6/2023				
7556 Bounty Ave	Bulk Trash	Warning	6/6/2023				
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
7904 West Drive #809	WWP	Citation	6/7/2023	$250.00			
7904 West Drive #515	WWP	Citation	6/7/2023	$250.00			
7904 Wesy Drive #809	WWP	Citation	6/7/2023		$250.00		
7501 E Treasure Dr #10N	WWP	Citation	6/8/2023	$250.00			
7601 E Treasure Dr CU25	Illicit Discharge	Citation	6/8/2023		$250.00		
7601 E Treasure Drive	Trash	Citation	6/8/2023		$200.00		
7925/7927 East Drive	Landscape/Trash	Warning	6/10/2023				
7509 Mutiny Ave	Noise	Citation	6/10/2023	$250.00			
7920 East Drive	Property Maintenance	Warning	6/12/2023				
7516 W Treasure Drive	Fence Maintenance	Warning	6/12/2023				
7501 E Treasure Dr #10N	WWP	Citation	6/12/2023		$250.00		
7531 Center Bay Drive	Bulk Trash	Warning	6/13/2023				
7904 West Drive	Trash	Warning	6/13/2023				
7934 West Drive	Trash	Warning	6/13/2023				
Treasure Island	Prohibited Sign	Removed	6/13/2023				
7532 Hispanola Ave	Illicit Discharge	Warning	6/14/2023				
7920 East Drive	Illicit Discharge	Warning	6/14/2023				
1872 Kennedy Causeway	Landscape	Citation	6/16/2023		$200.00		
1872 Kennedy Causeway	Trash	Citation	6/16/2023		$200.00		
7904 West Drive #516	WWP	Citation	6/20/2023		$250.00		
7904 West Drive #903	WWP	Citation	6/22/2023	$250.00			
7553 W Treasure Drive	Landscape	Citation	6/22/2023		$200.00		
7536 Mutiny Ave	WWP	Citation	6/22/2023	$250.00			
1540 S Treasure Drive	Operating/Advertising	Warning	6/23/2023				
7553 W Treasure Drive	WWP	Citation	6/23/2023	$250.00			
1440 S Treasure Drive	Noise	Warning	6/24/2023				
7500 Beach View Drive	Bulk Trash	Warning	6/24/2023				

7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7410 Beach View Drive	Stagnant Water	Warning	6/26/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	6/26/2023				
1356 Bay Terrace	Landscape / Fence	Warning	6/26/2023				
7421 Miami View Drive	WWP	Citation	6/28/2023		$250.00		
1508 Kennedy Causeway	WWP	Citation	6/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	6/29/2023				
7920 East Drive	Bulk Trash	Warning	6/29/2023				
7928 West Drive #510	Operating/Advertising	Citation	6/29/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/29/2023	$100.00			
(45) Lien Searches							
				$3,200.00	$3,900.00		

	Code	**Statistics**	**Jul-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7532 Hispanola Ave	Landscape	Warning	7/1/2023				
1800 Kennedy Cswy #301A	Noise	Citation	7/1/2023	$250.00			
1800 Kennedy Cswy #301A	WWP	Citation	7/1/2023	$250.00			
7520 Coquina Drive	Noise	Warning	7/1/2023				
7536 Mutiny Ave	Noise	Warning	7/1/2023				
7537 Buccaneer Ave	Prohibited Signs	Warning	7/1/2023				
7544 Buccaneer Ave	Noise	Warning	7/1/2023				
Harbor Island	Prohibited Sign	Removed	7/3/2023				
1601 Kennedy Cswy	Graffiti	Warning	7/5/2023				
1400 Kennedy Cswy	Bulk Trash	Warning	7/5/2023				
1872 Kennedy Cswy	Trash	Warning	7/5/2023				
7544 Buccaneer Ave	WWP	Citation	7/5/2023	$250.00			
7400 Coquina Drive	Trash	Warning	7/5/2023				
7940 West Drive	Fence Maintenance	Citation	7/6/2023		$200.00		
7621 Coquina Drive	Noise	Citation	7/6/2023		$250.00		
7938 West Drive	Landscape	Citation	7/6/2023		$200.00		
7940 West Drive	Landscape	Citation	7/6/2023		$400.00		
1820 S Treasure Drive	WWP	Citation	7/10/2023	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			

7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	1
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWP	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	1
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	1
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		
	Code	**Statistics**	**Aug-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Bulk Trash	Warning	8/1/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/1/2023				
1755 79 Street Cswy	WWP	Citation	8/1/2023		$250.00		
7801 Miami View Drive	WWP	Citation	8/1/2023		$250.00		
7560 W Treasure Drive	WWP	Citation	8/2/2023	$250.00			
7560 W Treasure Drive	Trash	Warning	8/2/2023				
1357 Bay Terrace	WWP	Warning	8/2/2023				

7731 Coquina Drive	Noise	Warning	8/3/2023				
7830 Miami View Drive	Noise	Citation	8/3/2023	$250.00			
7910 West Drive	Bulk Trash	Warning	8/3/2023				
Treasure Island	Handbills	Warning	8/3/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/3/2023				
1790 S Treasure Drive	Prohibited Sign	Warning	8/3/2023				
7501 Center Bay Drive	Bulk Trash	Warning	8/3/2023				
7410 Beach View Drive	Landscaping	Warning	8/4/2023				
1470 S Treasure Drive	WWP	Citation	8/4/2023				
7525 Hispanola Ave	Noise	Warning	8/5/2023				
7420 Beach View Drive	WWP	Citation	8/5/2023	$250.00			
7904 West Drive #903	WWP	Citation	8/7/2023		$250.00		
1872 Kennedy Cswy	Construction Site Maint.	Warning	8/8/2023				
Treasure Island	Prohibited Sign	Removed	8/8/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/8/2023				
7536 Mutiny Ave	Bulk Trash	Warning	8/8/2023				
1600 Kennedy Cswy	Trash	Warning	8/9/2023				
1872 Kennedy Cswy	Fence	Warning	8/10/2023				
1480 S Treasure Drive	Blocking ROW	Warning	8/11/2023				
7918 West Drive	Noise	Citation	8/11/2023		$750.00		
7529 Hispanola Ave	Noise	Warning	8/12/2023				
7700 Beach View Drive	Noise	Warning	8/12/2023				
7532 Hispanola Ave	WWP	Citation	8/18/2023	$250.00			
7600 Beach View Drive	Landscape	Warning	8/19/2023				
Treasure Island	Derelict Vehicle	Warning	8/21/2023				
7904 West Drive #609	Minimum Housing	Warning	8/21/2023				
7631 Miami View Drive	Construction Site Maint.	Warning	8/22/2023				
1550 Kennedy Cswy	Property Maintenance	Warning	8/22/2023				
7410 Beach View Drive	Pool Violation	Warning	8/22/2023				
7420 Beach View Drive	WWP	Citation	8/22/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/23/2023				
7513 Bounty Ave	Special Magistrate	Order	8/23/2023		$250.00		
1865 Kennedy Cswy #9i	WWP	Citation	8/24/2023	$250.00			
1601 Kennedy Cswy	Open/Unsecured	Warning	8/24/2023				
7560 W Treasure Drive	WWP	Citation	8/24/2023		$250.00		
7510 Coquina Drive	Noise	Citation	8/24/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	8/25/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	8/26/2023				
7600 Coquina Drive	Trash Cans	Warning	8/26/2023				
7510 Coquina Drive	Trash Cans	Warning	8/26/2023				
7530 Coquina Drive	Trash Cans	Warning	8/26/2023				
7601 Coquina Drive	Trash Cans	Warning	8/26/2023				
7711 Coquina Drive	Trash Cans	Warning	8/26/2023				
7731 Coquina Drive	Trash Cans	Warning	8/26/2023				
7721 Beach View Drive	Trash Cans	Warning	8/26/2023				
7801 Miami View Drive	Trash Cans	Warning	8/26/2023				

7536 Mutiny Ave	WWP	Citation	8/28/2023		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	8/28/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/29/2023				
7537 Adventure Ave	Trash/Bulk Trash	Warning	8/29/2023				
1880 S Treasure Dr #1K	Minimum Housing	Warning	8/29/2023				
7400 Center Bay Drive	Bulk Trash	Warning	8/29/2023				
7421 Miami View Drive	Bulk Trash	Warning	8/29/2023				
Treasure Island	Prohibited Sign	Removed	8/30/2023				
1701 N Treasure Drive	Property Maintenance	Warning	8/31/2023				
(39) Lien Searches							
				$1,250.00	$3,000.00		
	Code	**Statistics**	**Sep-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Trash Cans	Citation	9/1/2023	$200.00			
7530 Coquina Drive	Trash Cans	Citation	9/3/2023	$200.00			
Treasure Island	Derelict/Dead Storage	Warning	9/5/2023				
7509 Mutiny Ave	Prohibited Sign	Warning	9/5/2023				
1356 Bay Terrace	Bulk Trash	Warning	9/7/2023				
7524 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
7516 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
1701 S Treasure Drive	Leaf Blower	Warning	9/7/2023				
7536 Mutiny Ave	Noise	Warning	9/7/2023				
7516 Bounty Ave	Landscape	Warning	9/7/2023				
7934 West Drive #1001	Noise	Citation	9/9/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	9/11/2023				
Treasure Island	Prohibited Sign	Removed	9/11/2023				
1865 Kennedy Cswy	Trash	Citation	9/11/2023	$200.00			
8000 West Drive	Leaf Blower	Warning	9/11/2023				
8000 West Drive	Noise	Citation	9/11/2023	$250.00			
1470 S Treasure Drive	ROW Trash	Warning	9/12/2023				
7410 Beach View Drive	Pool Violation	Citation	9/12/2023				
7530 Coquina Drive	Bulk Trash	Warning	9/12/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/12/2023	$200.00			
7711 Coquina Drive	Trash Cans	Citation	9/14/2023		$200.00		
7700 Coquina Drive	Bulk Trash	Warning	9/18/2023				
1641 S Treasure Drive	Blockin ROW Hedges	Warning	9/18/2023				
7601 E Treasure Drive	Trash Violation	Citation	9/18/2023	$200.00			
7510 Beach View Drive	Landscape	Warning	9/18/2023				
7701 Miami View Drive	Noise	Warning	9/19/2023				
1805 Galleon Street	Bulk Trash	Warning	9/19/2023				
Treasure Island	Derelict/Dead Storage	Warning	9/20/2023				
1580 S Treasure Drive	Bulk Trash	Warning	9/20/2023				
7528 W Treasure Drive	Construction Site Maint.	Warning	9/20/2023				

7711 Beach View Drive	Noise	Warning	9/20/2023				
7800 Miami View Drive	Bulk Trash	Warning	9/21/2023				
1865 Kennedy Cswy	Trash Violation	Warning	9/22/2023				
1440 Kennedy Cswy #1406	BTR	Warning	9/22/2023				
7521 Beach View Drive	WWP	Warning	9/25/2023				
1624 Kennedy Cswy	Noise	Citation	9/26/2023		$250.00		
7934 West Drive	Knox Box	Warning	9/26/2023				
1830 S Treasure Drive	Knox Box	Warning	9/26/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/29/2023		$200.00		
7830 Miami View Drive	Special Magistrate	Order	9/29/2023		$325.00		
7420 Beach View Drive	Noise	Warning	9/30/2023				
(28) Lien Searches							
				$1,500.00	$975.00		

	Code	**Statistics**	**Oct-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Knox Box	Warning	10/2/2023				
7560 W Treasure Drive	Landscape	Warning	10/2/2023				
7801 Center Bay Drive	Construction Site Maint.	Warning	10/2/2023				
7420 Beach View Drive	Noise	Warning	10/2/2023				
1441 S Treasure Drive	Bulk Trash	Warning	10/3/2023				
7901 Hispanola Ave	Leaf Blower	Warning	10/3/2023				
1600 Kennedy Cswy	Shopping Carts	Warning	10/3/2023				
Treasure Island	Dead Storage	Warning	10/3/2023				
1701 Hispanola Ave	Hedges	Warning	10/3/2023				
7420 Beach View Drive	WWP	Warning	10/4/2023				
1770 Kennedy Cswy	Minimum Housing	Warning	10/9/2023				
7623 Beach View Drive	Noise	Warning	10/9/2023				
1681 Kennedy Cswy	WWP	Citation	10/9/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	10/9/2023		$200.00		
7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00		Yes	1
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		

1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	1
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		NO/SM	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		

	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Construction Site Maint	Warning	11/1/2023				
1700 Kennedy Cswy	Leaf Blowers	Warning	11/1/2023				
1815 Galleaon Street	Bulk Trash	Warning	11/1/2023				
1540 N Treasure Drive	Hedges	Warning	11/2/2023				
7516 W Treasure Drive	Open/Unsecure	Warning	11/4/2023				
7631 Miami View Drive	Noise	Warning	11/4/2023				
7520 W Treasure Drive	WWP	Citation	11/4/2023	$250.00			
7920 East Drive	Bulk Trash	Warning	11/7/2023				
7510 Coquina Drive	Leaf Blower	Warning	11/7/2023				
7544 Mutiny Ave	Fence	Warning	11/8/2023				
1666 Kennedy Cswy	Bulk Trash	Warning	11/8/2023				
7420 Beach View Drive	Noise	Warning	11/8/2023				
7801 Center Bay Drive	Landscape	Citation	11/9/2023	$200.00			
1670 S Treasure Drive	Landscape	Citation	11/9/2023	$200.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$250.00			

7420 Beach View Drive	Noise	Citation	11/9/2023	$500.00			
7516 W Treasure Drive	Landscape	Warning	11/9/2023				
1670 S Treasure Drive	Landscape/Trash	Citation	11/9/2023	$200.00			
1630 S Treasure Drive	Landscape	Warning	11/11/2023				
7525 Adventure Ave	Trash	Citation	11/13/2023		$200.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
1801 S Treasure Drive	Bulk Trash	Warning	11/13/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
23-3209-000-0020	Vacant Lot Fee	Warning	11/13/2023				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0250	Vacant Lot Fee	Warning	11/13/2023				
7922 East Drive	Vacant Lot Fee	Warning	11/13/2023				
7938 West Drive	Vacant Lot Fee	Warning	11/13/2023				
7940 West Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1200	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1210	Vacant Lot Fee	Warning	11/13/2023				
1356 Bay Terrace	Vacant Lot Fee	Warning	11/13/2023				
7731 Miami View Drive	Vacant Lot Fee	Warning	11/13/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1670 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7820 Miami View Drive	WWP	Citation	11/14/2023	$250.00			
7801 Center Bay Drive	Landscape	Citation	11/14/2023	$200.00			
8010 East Drive #209	WWP	Citation	11/14/2023		$200.00		
8020 East Drive #218	WWP	Citation	11/14/2023		$700.00		
1801 S Treasure Dr #526	Special Magistrate	Order	11/14/2023		$425.00		
7945 East Drive #207	Special Magistrate	Order	11/14/2023		$1,000.00		
1600 Kennedy Cswy	Trash	Warning	11/15/2023				
7505 Adventure Ave	WWP	Citation	11/16/2023	$250.00			
7918 West Drive	Prohibited Sign	Warning	11/16/2023				
1666 Kennedy Cswy	Trash	Warning	11/16/2023				
7511 Center Bay Drive	Blocking ROW	Warning	11/16/2023				
7441 Coquina Drive	Fence Mesh	Warning	11/16/2023				
7548 W Treasure Drive	Fence	Warning	11/16/2023				
7524 W Treasure Drive	Fence	Warning	11/16/2023				
7516 W Treasure Drive	Fence Mesh	Warning	11/16/2023				
7524 W Treasure Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7920 East Drive	Landscape	Warning	11/17/2023				
7925 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7923 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7922 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
1725 Kennedy Cswy	Vacant Lot Fee	Citation	11/20/2023		$250.00		
23-3209-008-1200	Vacant Lot Fee	Citation	11/20/2023		$250.00		

7600 Beach View Drive	Landscape	Warning	11/21/2023				
7701 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7711 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7820 Miami View Drive	WWP	Citation	11/21/2023		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$500.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/27/2023		$200.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7938 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7701 Beach View Drive	Construction Site Maint.	Citation	11/27/2023	$250.00		yes	2
1872 Kennedy Cswy	Fence Mesh	Warning	11/28/2023				
1601 Kennedy Cswy	Open/Unsecure	Warning	11/28/2023				
7901 Hispanola Ave	Sign Maintenance	Warning	11/29/2023				
8000 West Drive	Bulk Trash	Warning	11/30/2023				
(20) Lien Searches							
				$2,550.00	$6,475.00		
	Code	**Statistics**	**Dec-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7537 Adventure Ave	Bulk Trash	Warning	12/1/2023				
7910 West Drive	WWP	Citation	12/2/2023	$250.00			
7600 Miami View Drive	Noise	Warning	12/2/2023				
7508 W Treasure Drive	Fence	Warning	12/4/2023				
1665 Kennedy Cswy	Commercial Vehicle	Warning	12/4/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	12/5/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	12/6/2023				
7915 East Drive	Operating/Advertising	Warning	12/6/2023				
1800 Kennedy Cswy #111	WWP	Citation	12/6/2023	$250.00			
7904 West Drive #515	Operating/Advertising	Citation	12/7/2023	$500.00			
7904 West Drive #515	BTR	Citation	12/7/2023	$100.00			
1670 S Treasure Drive	Vacant Lot Fee	Warning	12/7/2023		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	12/7/2023		$250.00		
7537 Buccaneer Ave	Bulk Trash	Warning	12/11/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	12/11/2023		$250.00		
8000 East Drive	Bulk Trash	Warning	12/12/2023				
7520 W Treasure Drive	WWP	Citation	12/12/2023		$250.00		
1800 Kennedy Cswy #A111	WWP	Citation	12/12/2023		$250.00		
7801 Center Bay Drive	Open Unsecure	Warning	12/14/2023				
7801 Center Bay Drive	Pool Violation	Warning	12/14/2023				
1353 Bay Terrace	Operating/Advertising	Warning	12/18/2023				
7505 Adventure Ave	Operating/Advertising	Warning	12/18/2023				

1555 Kennedy Cswy	Vacant Lot Fee	Warning	12/18/2023		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	12/18/2023		$250.00		
7800 Beach View Drive	Bulk Trash	Warning	12/19/2023				
7700 Center Bay Drive	Construction Site Maint.	Warning	12/19/2023				
7516 W Treasure Drive	Construction Site Maint.	Warning	12/19/2023				
1500 S Treasure Drive	Bulk Trash	Warning	12/19/2023				
7530 Coquina Drive	WWP	Citation	12/21/2023	$250.00			
7911 East Drive	Minimum Housing	Warning	12/21/2023				
7601 E Treasure Drive	WWP	Citation	12/26/2023	$250.00			
1460 S Treasure Drive	WWP	Citation	12/26/2023	$250.00			
7910 West Drive	WWP	Citation	12/27/2023		$250.00		
7904 West Drive	Trash Violation	Warning	12/28/2023				
7601 E Treasure Drive	Minimum Housing	Warning	12/28/2023				
1601-47 N Treasure Drive	Trash Violation	Warning	12/29/2023				
(36) Lien Searches							
				$1,850.00	$2,250.00		

	Code	**Statistics**	**Jan-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Beach View Drive	Blocking ROW	Warning	1/2/2024				
1801 S Treasure Drive #314	Noise	Warning	1/2/2024				
1872 Kennedy Cswy	WWP	Warning	1/2/2024				
1500 Kennedy Cswy	Landscape	Warning	1/2/2024				
7904 West Drive #515	BTR	Citation	1/3/2024		$100.00		
7904 West Drive #515	Operating/Advertising	Citation	1/3/2024		$500.00		
7501 E Treasure Drive #3EF	Special Magistrate	Order	1/4/2024		$1,200.00		
7700 Miami View Drive	Trash Violation	Warning	1/4/2024				
7528 Bounty Ave	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	Noise	Warning	1/5/2024				
7532 Bounty Ave	Blocking ROW	Warning	1/5/2024				
7520 W Treasure Drive	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	WWP	Citation	1/5/2024	$250.00			
1880 S Treasure Drive #2F	WWP	Citation	1/8/2024	$250.00			
1625 Kennedy Cswy	Knox Box	Warning	1/8/2024				
7801 Center Bay Drive	Construction Site Maint.	Warning	1/8/2024				
7801 Hispanola Ave	Bulk Trash	Warning	1/8/2024				
1460 S Treasure Drive	WWP	Citation	1/8/2024		$250.00		
7920 East Drive	Bulk Trash	Warning	1/9/2024				
7918 West Drive	Graffiti	Warning	1/8/2024				
7541 W Treasure Drive	Bulk Trash	Warning	1/9/2024				
7508 W Treasure Drive	Construction Site Maint.	Warning	1/9/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/10/2024				
1580 Kennedy Cswy	Prohibited Signs	Warning	1/10/2024				
7548 Bounty Ave	Boat Regulations	Warning	1/11/2024				

1671 S Treasure Drive	WWP	Citation	1/11/2024	$250.00		Yes	1
7520 W Treasure Drive	Noise	Warning	1/12/2024				
7510 Coquina Drive	Boat Regulations	Warning	1/16/2024				
1508 Kennedy Cswy	Noise	Warning	1/16/2024				
7920 East Drive	Bulk Trash	Citation	1/16/2024	$200.00			
1801 S Treasure Drive	Bulk Trash	Warning	1/16/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/16/2024				
7711 Beach View Drive	Illicit Discharge	Citation	1/17/2024	$250.00			
7621 Coquina Drive	Construction Site Maint.	Warning	1/17/2024				
7440 Miami View Drive	Bulk Trash	Warning	1/18/2024				
7521 Coquina Drive	WWP	Citation	1/18/2024	$250.00			
7520 W Treasure Drive	WWP	Citation	1/18/2024		$250.00		
7521 Coquina Drive	WWP	Citation	1/18/2024		$250.00		
1400 S Treasure Drive	Bulk Trash	Warning	1/18/2024				
7524 Bounty Ave	Illicit Discharge	Warning	1/19/2024				
1880 S Treasure Drive #2F	WWP	Citation	1/19/2024		$250.00		
7501 Adventure Ave	Bulk Trash	Warning	1/20/2024				
7530 Coquina Drive	Noise	Citation	1/20/2024				
1872 Kennedy Cswy	Graffiti	Warning	1/22/2024				
7801 Center Bay Drive	Expired Permits	Warning	1/23/2024				
7920 East Drive	Bulk Trash	Warning	1/23/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	1/24/2024				
7501 E Treasure Drive	Building Maintenance	Warning	1/24/2024				
7530 Coquina Drive	Noise	Citation	1/24/2024		$250.00		
7521 Center Bay Drive	Prohibited Signs	Warning	1/25/2024				
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$250.00		
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$75.00		
1880 S Treasure Drive	Noise	Citation	1/27/2024	$250.00			
7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		
	Code	**Statistics**	**Feb-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

7520 Miami View Drive	Bulk Trash	Warning	2/1/2024				
7915 East Drive	Bulk Trash	Warning	2/1/2024				
1601 Kennedy Cwwy	Open/Unsecure	Warning	2/2/2024				
7918 West Drive	Construction Site Maint.	Warning	2/4/2024				
7917 West Drive	Bulk Trash	Citation	2/5/2024		$200.00		
1550 Kennedy Cswy	Building Maintenance	Warning	2/5/2024				
1400 S Treasure Drive	WWP	Warning	2/5/2024				
1801 Galleon Street	Bulk Trash	Warning	2/5/2024				
7700 Center Bay Drive	WWP	Citation	2/6/2024	$250.00			
7700 Center Bay Drive	Expired Permits	Warning	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	2/6/2024				
Treasure Island	Prohibited Sign	Removed	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Citation	2/7/2024	$500.00			
7800 Beach View Drive	Bulk Trash	Warning	2/7/2024				
7910 West Drive	Bulk Trash	Warning	2/7/2024				
7700 Center Bay Drive	Fence Maintenance	Warning	2/7/2024				
7601 E Treasure Dr #PH106	Noise	Citation	2/8/2024		$250.00		
7532 Bounty Ave	Blocking ROW	Warning	2/8/2024				
1872 Kennedy Cswy	Trash	Warning	2/8/2024				
7917 West Drive	Bulk Trash	Warning	2/13/2024				
7504 W Treasure Drive	Special Magistrate	Order	2/14/2024		$325.00		
7505 Adventure Ave	WWP	Citation	2/14/2024		$250.00		
1670 S Treasure Drive	Trash	Citation	2/15/2024		$200.00		
1872 Kennedy Cswy	Blocking ROW	Warning	2/15/2024				
1353 Bay Terrace	Expired Permits	Warning	2/20/2024				
7920 East Drive	Bulk Trash	Warning	2/20/2024				
23-3209-008-0590	Vacant Lot Fee	Warning	2/20/2024		$250.00		
Treasure Island	Prohibited Sign	Removed	2/20/2024				
1625 Kennedy Cswy	WWP	Warning	2/21/2024				
7700 Coquina Drive	Bulk Trash	Warning	2/21/2024				
7934 West Drive #1201	WWP	Citation	2/22/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/22/2024	$250.00			
1880 S Treasure Drive	Noise	Citation	2/23/2024		$250.00		
7924 W Treasure Drive	Fence Mesh	Warning	2/26/2024				
1671 S Treasure Drive	WWP	Citation	2/26/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/27/2024		$250.00		
7401 Center Bay Drive	WWP	Warning	2/27/2024				
7545 Cutlass Ave	Bulk Trash	Warning	2/27/2024				
7533 Bounty Ave	WWP	Warning	2/28/2024				
7521 Hispanola Ave	WWP	Warning	2/28/2024				
7529 Hispanola Ave	WWP	Warning	2/28/2024				
7540 Bounty Ave	WWP	Warning	2/28/2024				
7611 Coquina Drive	WWP	Warning	2/28/2024				
7557 Mutiny Ave	WWP	Warning	2/28/2024				
7521 Center Bay Drive	WWP	Warning	2/28/2024				
7421 Coquina Drive	WWP	Warning	2/28/2024				
1600 Kennedy Cswy	Shopping Cart	Warning	2/28/2024				

7530 Coquina Drive	Construction Site Maint.	Warning	2/28/2024				
7548 Adventure Ave	Trash Cans	Warning	2/28/2024				
7730 Miami View Drive	WWP	Warning	2/28/2024				
7920 East Drive	Stagnant Water	Warning	2/29/2024				
8000 West Drive #319	Noise	Citation	2/29/2024		$250.00		
7505 Hispanola Ave	Blocking ROW	Warning	2/29/2024				
1872 Kennedy Cswy	Open/Unsecure	Warning	2/29/2024				
1701 Kennedy Cswy	Sign Maintenance	Warning	2/29/2024				
(21) Lien Searches							
				$1,000.00	$2,725.00		

	Code	**Statistics**	**Mar-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Open/Unsecure	Warning	3/1/2024				
7900 Harbor Island Drive	Leaf Blowers	Warning	3/1/2024				
7516 W Treasure Drive	Fence Mesh	Warning	3/4/2024				
1872 Kennedy Cswy	Construction Site Maint.	Warning	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
7920 East Drive	Bulk Trash	Warning	3/5/2024				
7920 East Drive	Landscape	Warning	3/5/2024				
7631 Miami View Drive	Fence Mesh	Warning	3/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	3/6/2024				
1630 S Treasure Drive	Vacant Lot Fee	Warning	3/6/2024		$250.00		
7921 East Drive	Bulk Trash	Warning	3/7/2024				
7510 Beach View Drive	Minimum Housing	Citation	3/8/2024		$250.00		
1353 Bay Terrace	Operating/Advertising	Warning	3/11/2024				
7505 Adventure Ave	Operating/Advertising	Citation	3/11/2024	$250.00			
7924 East Drive	Bulk Trash	Warning	3/12/2024				
7700 Coquina Drive	Bulk Trash	Warning	3/12/2024				
23-3209-001-0250	Landscape	Warning	3/12/2024				
8000 West Drive	Food Truck	Removed	3/12/2024				
7508 Mutiny Ave	Bulk Trash	Warning	3/13/2024				
1865 Kennedy Cswy #9I	WWP	Citation	3/14/2024		$250.00		
7549 Bounty Ave	Bulk Trash	Warning	3/14/2024				
7440 Miami View Drive	Bulk Trash	Warning	3/14/2024				
23-3209-008-0590	Landscape	Warning	3/14/2024				
7701 Center Bay Drive	Tree Removal/Trash	Warning	3/14/2023				

7600 Coquina Drive	Painting	Warning	3/14/2024				
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
1625 Kennedy Cswy	Noise	Citation	3/16/2024	$250.00			
7600 Coquina Drive	Noise	Warning	3/16/2024				
7631 Miami View Drive	Prohibited Sign	Warning	3/18/2024				
1600 Kennedy Cswy	Bulk Trash	Warning	3/18/2024				
7500 Beach View Drive	Handbills	Warning	3/18/2024				
1872 Kennedy Cswy	Noise	Citation	3/18/2024	$250.00			
7929/7931 East Drive	Bulk Trash	Warning	3/19/2024				
7601 Beach View Drive	Trash Cans	Warning	3/19/2024				
1666 Kennedy Cswy #203	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #510	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #509	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #207	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #400	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #412	BTR	Warning	3/19/2024				
7701 Beach View Drive	Trash Cans	Warning	3/20/2024				
7920 East Drive	Pool Violation	Warning	3/20/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	3/20/2024				
7548 W Treasure Drive	Trash	Warning	3/20/2024				
7711 Beach View Drive	Trash Cans	Warning	3/20/2024				
1700 Kennedy Cswy #CU1	BTR	Warning	3/21/2024				
7904 West Drive #2	BTR	Warning	3/21/2024				
7904 West Drive #CU6	BTR	Warning	3/21/2024				
7910 West Drive #100	BTR	Warning	3/21/2024				
1600 Kennedy Cswy	BTR	Warning	3/21/2024				
1440 Kennedy Cswy #100	BTR	Warning	3/21/2024				
7525 E Treasure Drive	BTR	Warning	3/21/2024				
7552 Hispanola Ave	BTR	Warning	3/22/2024				
7905 East Drive #7A	BTR	Warning	3/22/2024				
1880 S Treasure Drive #1P	BTR	Warning	3/22/2024				
7501 E Treasure Drive #103	BTR	Warning	3/22/2024				
7924 East Drive #PH501	BTR	Warning	3/22/2024				
8000 West Drive #430	BTR	Warning	3/22/2024				
1801 Galleon Street	BTR	Warning	3/22/2024				
1819-1855 Kennedy Cswy	Special Magistrate	Order	3/22/2024		$1,500.00		
7510 Coquina Drive	Property Maintenance	Warning	3/28/2024				
7504 Adventure Ave	Bulk Trash	Warning	3/28/2024				
7517 Bounty Ave	Bulk Trash	Warning	3/28/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	3/29/2024				
1790 Kennedy Cswy	Bulk Trash	Citation	3/29/2024	$250.00			
7540 Buccaneer Ave	Noise	Warning	3/30/2024				
7544 Buccaneer Ave	WWP	Citation	3/30/2024	$250.00			
(36) Lien Searches							
				$1,250.00	$2,650.00		

	Code	Statistics	Apr-24	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 W Treasure Drive	WWP	Citation	4/1/2024	$250.00			
7516 W Treasure Drive	Landscape	Warning	4/1/2024				
Harbor Island	Prohibited Sign	Removed	4/1/2024				
7401 Miami View Drive	Landscape	Warning	4/1/2024				
7904 West Drive #515	Special Magistrate	Order	4/2/2024		$1,500.00		
1670 S Treasure Drive	Fence Mesh	Warning	4/2/2024				
Treasure Island	Prohibited Sign	Removed	4/2/2024				
7910 West Drive	Bulk Trash	Warning	4/2/2024				
7941/7939 West Drive	Knox Box	Warning	4/2/2024				
7601 E Treasure Dr #CU14	Noise	Warning	4/2/2024				
7601 E Treasure Dr #1209	Noise	Citation	4/1/2024	$250.00			
7600 Beach View Drive	Special Magistrate	Order	4/2/2024		$4,700.00		
7601 E Treasure Dr #CU14	WWP	Citation	4/3/2024	$250.00			
7701 Coquina Drive	Landscape/Trash	Warning	4/3/2024				
7917 West Drive	Trash	Warning	4/3/2024				
7530 Coquina Drive	Noise	Citation	4/3/2024		$250.00		
1601 Kennedy Cswy	Trash	Warning	4/3/2024				
7504 Bounty Ave	BTR/Operating License	Warning	4/4/2024				
7544 W Treasure Drive	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #817	BTR/Operating License	Warning	4/4/2024				
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$250.00		
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$500.00		
7904 West Drive #1015	BTR/Operating License	Warning	4/4/2024				
1625 Kennedy Cswy	Noise	Citation	4/4/2024		$250.00		
7904 West Drive #904	BTR/Operating License	Warning	4/4/2024				
7910 Harbor Island Dr #709	Noise	Citation	4/4/2024		$100.00		
7904 West Drive #712	BTR/Operating License	Warning	4/4/2024				
7521 Cutlass Ave	BTR/Operating License	Warning	4/4/2024				
7544 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
1800 S Treasure Drive	BTR	Warning	4/4/2024				
7904 West Drive #415	BTR/Operating License	Warning	4/4/2024				
7505 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
7910 West Drive	BTR	Warning	4/4/2024				
7904 West Drive #707	BTR/Operating License	Warning	4/4/2024				
7548 Adventure Ave	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #805	BTR/Operating License	Warning	4/4/2024				
7529 Mutiny Ave	Operating/Advertising	Warning	4/4/2024				
Treasure Island	Prohibited Sign	Removed	4/4/2024				
7528 Cutlass Ave	Noise	Warning	4/6/2024				
7500 W Treasure Drive	Noise	Warning	4/6/2024				
7529 Mutiny Ave	Prohibited Signs	Removed	4/6/2024				

1701 N Treasure Drive	Landscape/ROW	Warning	4/6/2024				
7920 East Drive	Illicit Discharge	Citation	4/9/2024	$250.00			
7918 West Drive	Fence Mesh	Warning	4/9/2024				
7910 West Drive	Trash Violation	Warning	4/10/2024				
7528 Buccaneer Ave	Operating/Advertising	Warning	4/12/2024				
1701 N Treasure Dr #7	Landscape/ROW	Warning	4/12/2024				
7500 Beach View Drive	Noise	Citation	4/13/2024	$250.00			
1750 S Treasure Drive	Noise	Citation	4/13/2024	$250.00			
7512 Cutlass Ave	Noise	Citation	4/13/2024	$250.00			
1470 N Treasure Drive	WWP	Citation	4/13/2024	$250.00			
7524 Buccaneer Ave	Noise	Warning	4/13/2024				
7918 West Drive	Construction Site Maint.	Warning	4/13/2024				
7920 East Drive	Pool Violation	Warning	4/15/2024				
7512 Cutlass Ave	Noise	Citation	4/15/2024		$250.00		
7531 Coquina Drive	Operating/Advertising	Warning	4/16/2024				
7510 Coquina Drive	Trash	Warning	4/16/2024				
7801 Center Bay Drive	Noise	Citation	4/19/2024	$250.00			
7700 Miami View Drive	Trash/Recycle Cans	Warning	4/19/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	4/18/2024				
1470 N Treasure Drive	WWP	Citation	4/23/2024		$250.00		
1540 N Treasure Drive	Noise	Warning	4/24/2024				
7508 W Treasure Drive	Prohibited Sign	Warning	4/24/2024				
7516 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
7529 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
1570 S Treasure Drive	Trash/Recycle Cans	Warning	4/24/2024				
7400 Coquina Drive	Bulk Trash	Warning	4/25/2024				
8000 West Drive	Noise	Warning	4/25/2024				
7520 W Treasure Drive	WWP	Citation	4/25/2024	$250.00			
1365 Bay Terrace	Operating/Advertising	Warning	4/26/2024				
7934 West Drive #1001	Noise	Citation	4/26/2024		$250.00		
7520 Center Bay Drive	Noise	Citation	4/27/2024	$250.00			
7909 East Drive #203	WWP	Citation	4/27/2024	$250.00			
7800 Miami View Drive	Trash/Recycle Cans	Warning	4/29/2024				
1357 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
1353 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
7545 W Treasure Drive	Noise	Citation	4/29/2024		$250.00		
7811 Beach View Drive	Trash/Recycle Cans	Warning	4/29/2024				
8000 West Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Illicit Discharge	Citation	4/30/2024		$250.00		
7516 W Treasure Drive	Landscape	Warning	4/30/2024				
(25) Lien Searches							
				$4,000.00	$8,800.00		
	Code	**Statistics**	**May-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7801 Center Bay Drive	Construction Site Maint.	Warning	5/1/2024				
23-3209-008-0590	Landscape/Trash	Warning	5/1/2024				
1681 Kennedy Cswy	Trash	Warning	5/1/2024				
7521 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7504 Adventure Ave	Landscape/ROW	Warning	5/2/2024				
7421 Beach View Drive	Bulk Trash	Warning	5/2/2024				
7711 Beach View Drive	Landscape	Warning	5/2/2024				
7720 Coquina Drive	Bulk Trash	Warning	5/2/2024				
7721 Coquina Drive	Bulk Trash	Warning	5/2/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	5/2/2024				
7516 Bounty Ave	WWP	Citation	5/2/2024		$250.00		
7544 Buccaneer Ave	WWP	Citation	5/3/2024		$250.00		
7540 W Treasure Drive	Noise	Citation	5/4/2024	$250.00			
7540 W Treasure Drive	Noise	Citation	5/4/2024	$500.00			
1353 Bay Terrace	Trash/Recycle Cans	Warning	5/4/2024				
7721 Coquina Drive	Trash/Recycle Cans	Warning	5/4/2024				
7520 Center Bay Drive	Noise	Citation	5/6/2024		$250.00		
1600 Kennedy Cswy	Bulk Trash	Warning	5/8/2024				
7811 Beach View Drive	Trash/Recycle Cans	Warning	5/9/2024				
7920 East Drive	Bulk Trash	Warning	5/9/2024				
7917 West Drive	Bulk Trash	Warning	5/9/2024				
Treasure Island	Bulk Trash	Removed	5/9/2024				
1900 S Treasure Drive	Property Maintenance	Warning	5/9/2024				
7501 E Treasure Drive	WWP	Citation	5/9/2024	$250.00			
7516 E Treasure Drive	Property Maintenance	Warning	5/11/2024				
1357 Bay Terrace	WWP	Citation	5/13/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/13/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
Treasure Island	Prohibited Sign	Removed	5/14/2024				
7513 W Treasure Drive	WWP	Citation	5/15/2024	$250.00			
7501 E Treasure Drive	WWP	Citation	5/15/2024		$250.00		
1872 Kennedy Cswy	Trash	Warning	5/15/2024				
7525 Adventure Ave	WWP	Citation	5/15/2024	$250.00			
1666 Kennedy Cswy #502	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #503	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #505	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #202	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #206	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #203	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #600	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #209	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #409	BTR	Warning	5/16/2024				
1666 Kennedy Cswy #411	BTR	Warning	5/16/2024				

1666 Kennedy Cswy #410	BTR	Warning	5/16/2024				
7520 W Treasure Drive	WWP	Citation	5/18/2024	$250.00			
7917 West Drive	Trash Violation	Warning	5/20/2024				
7910 West Drive	Minimum Housing	Warning	5/20/2024				
7520 W Treasure Drive	WWP	Citation	5/20/2024		$250.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	5/21/2024				
23-3209-008-0590	Bulk Trash	Warning	5/21/2024				
1510 S Treasure Drive	Bulk Trash	Warning	5/21/2024				
7540 W Treasure Drive	Noise	Citation	5/22/2024		$250.00	Yes	1
7540 W Treasure Drive	Noise	Citation	5/22/2024		$500.00	Yes	2
1353 Bay Terrace	WWP	Citation	5/22/2024		$250.00		
7801 Center Bay Drive	Noise	Citation	5/22/2024		$250.00		
7500 Beach View Drive	Noise	Citation	5/22/2024		$250.00		
1600 Kennedy Cswy	Trash	Warning	5/23/2024				
7513 W Treasure Drive	WWP	Citation	5/23/2024		$250.00		
7920 East Drive	Pool Violation	Warning	5/28/2024				
7700 Center Bay Drive	WWP	Citation	5/28/2024		$250.00		
1800 Kennedy Cswy #A111	Special Magistrate	Order	5/28/2024		$600.00		
7927 East Drive	Bulk Trash	Warning	5/28/2024				
7921 East Drive	Knox Box	Warning	5/29/2024				
7421 Miami View Drive	Bulk Trash	Warning	5/29/2024				
7910 West Drive	Special Magistrate	Order	5/29/2024		$1,700.00		
7410 Beach View Drive	Pool Violation	Warning	5/30/2024				
7530 Coquina Drive	WWP	Citation	5/31/2024	$250.00			
7529 Bounty Ave	WWP	Citation	5/31/2024		$250.00		
(51) Lien Searches							
				$2,000.00	$6,050.00		

	Code	**Statistics**	**Jun-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1540 N Treasure Drive	WWP	Citation	6/1/2024	$250.00			
7821 Beach View Drive	Prohibited Sign	Removed	6/1/2024				
1735 N Treasure Drive	Minimum Housing	Warning	6/3/2024				
1353 Bay Terrace	Operating/Advertising	Warning	6/3/2024				
1800 Kennedy Cswy	Bulk Trash	Warning	6/3/2024				
7530 Coquina Drive	WWP	Citation	6/3/2024		$250.00		
1900 S Tresure Dr #7P	Minimum Housing	Warning	6/4/2024				
7520 Miami View Drive	Bulk Trash	Warning	6/4/2024				
7549 Bounty Ave	Blocking ROW	Warning	6/5/2024				
1750 S Treasure Drive	Noise	Citation	6/5/2024		$250.00		
7910 Harbor Island Drive	BTR	Warning	6/5/2024				
7504 Adventure Ave	BTR	Warning	6/5/2024				
7544 W Treasure Drive	BTR	Warning	6/5/2024				
7529 Bounty Ave	BTR	Warning	6/5/2024				

1666 Kennedy Cswy #500	BTR	Warning	6/5/2024				
1540 N Treasure Drive	WWP	Citation	6/6/2024		$250.00		
Various Locations	Single Use Plastic	Outreach	6/5/2024				
7623 Beach View Drive	Noise	Citation	6/6/2024		$250.00		
7528 Buccaneer Ave	Bulk Trash	Warning	6/6/2024				
7701 Miami View Drive	Recycle Cans	Warning	6/8/2024				
7530 Miami View Drive	Prohibited Signs	Removed	6/8/2024				
7811 Beach View Drive	Prohibited Signs	Removed	6/8/2024				
7520 W Treasure Drive	WWP	Citation	6/11/2024		$250.00		
7901 Hispanola Ave #1901	BTR	Warning	6/12/2024				
7529 Bounty Ave	BTR	Warning	6/12/2024				
7520 Buccaneer Ave	BTR	Warning	6/12/2024				
8000 West Drive #726	BTR	Warning	6/12/2024				
7525 E Treasure Dr #716	BTR	Warning	6/12/2024				
Various Locations	Construction Storm Prep	Flooding	6/12/2024				
7711 Beach View Drive	Illicit Discharge	Citation	6/13/2024	$750.00			
7711 Beach View Drive	Stop Work Order	Posted	6/13/2024				
7711 Beach View Drive	Stop Work Order	Warning	6/14/2024				
7918 Harbor Island Dr #C109	BTR	Warning	6/14/2024				
1790 S Treasure Dr #2A	BTR	Warning	6/14/2024				
7520 Buccaneer Ave	BTR	Warning	6/14/2024				
7901 Hispanola Ave #1901	BTR	Warning	6/14/2024				
7928 East Drive #1506	BTR	Warning	6/14/2024				
1701 N Treasure Drive	Trash	Citation	6/14/2024	$200.00			
7531 Beach View Drive	Noise	Warning	6/15/2024				
7900 Harbor Island Drive	Bulk Trash Vessel	Warning	6/17/2024				
1872 Kennedy Cswy	Noise	Citation	6/18/2024	$500.00			
1872 Kennedy Cswy	Trash/Landscape	Warning	6/18/2024				
1790 Kennedy Cswy	Trash	Citation	6/19/2024		$200.00		
7504 Mutiny Ave	Noise	Warning	6/19/2024				
7920 East Drive	Pool Violation	Warning	6/20/2024				
7934 West Drive #1602	BTR	Warning	6/21/2024				
7900 Harbor Island Dr #1112	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #610	BTR	Warning	6/21/2024				
1880 S Treasure Drive #2P	BTR	Warning	6/21/2024				
1666 Kennedy Cswy #503	BTR	Warning	6/21/2024				
1600-1624 Kennedy Cswy	Noise	Citation	6/22/2024	$250.00			
1600-1624 Kennedy Cswy	WWP	Citation	6/22/2024	$250.00			
7530 Coquina Drive	Recycle Cans	Warning	6/22/2024				
1450 S Treasure Drive	WWP	Citation	6/22/2024	$250.00			
7548 Mutiny Ave	WWP	Citation	6/22/2024	$250.00			
7910 West Drive	Bulk Trash	Warning	6/24/2024				
1600 Kennedy Cswy	Property Maintenance	Warning	6/24/2024				
1701 N Treasure Drive	Trash	Citation	6/24/2024		$200.00		
7700 Miami View Drive	Bulk Trash	Removed	6/25/2024				
7611 Coquina Drive	Trash	Removed	6/25/2024				

7530 Coquina Drive	Trash	Removed	6/25/2024				
7521 Bounty Ave	Operating/Advertising	Warning	6/27/2024				
7919 West Drive	Bulk Trash	Warning	6/27/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	6/27/2024				
7711 Coquina Drive	Trash	Warning	6/27/2024				
7720 Coquina Drive	Bulk Trash	Warning	6/27/2024				
7920 East Drive	Landscape	Warning	6/27/2024				
7549 Buccaneer Ave	Operating/Advertising	Warning	6/27/2024				
7549 Buccaneer Ave	Expired Permits	Warning	6/27/2024				
7530 Miami View Drive	Blocking ROW	Warning	6/28/2024				
7505 Adventure Ave	Bulk Trash	Warning	6/28/2024				
1455 N Treasure Drive	Noise	Warning	6/29/2024				
(19) Lien Searches							
				$2,700.00	$1,650.00		
	Code	**Statistics**	**Jul-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1666 Kennedy Cswy #610	BTR	Warning	7/1/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/1/2024				
7525 E Treasure Drive	Bulk Trash	Warning	7/1/2024				
1555 Kennedy Cswy	Bulk Trash	Warning	7/2/2024				
1555 N Treasure Drive	Bulk Trash	Warning	7/2/2024				
1600 Kennedy Cswy	Noise	Citation	7/2/2024		$250.00		
7917 West Drive	Bulk Trash	Warning	7/2/2024				
1900 S Treasure Drive	Trash	Warning	7/3/2024				
1450 S Treasire Drive	WWP	Citation	7/3/2024		$250.00		
7939 East Drive	Property Maintenance	Warning	7/4/2024				
7800 Coquina Drive	Noise	Warning	7/4/2024				
7520 Coquina Drive	Noise	Citation	7/4/2024	$250.00			
7631 Miami View Drive	Noise	Warning	7/4/2024				
1540 S Treasure Drive	Landscape	Warning	7/5/2024				
7516 W Treasure Drive	Landscape/Trash	Warning	7/5/2024				
7548 Adventure Ave	Landscape	Warning	7/5/2024				
7544 Hispanola Ave	Landscape	Warning	7/5/2024				
7540 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Operating/Advertising	Warning	7/5/2024				
7548 Hispanola Ave	Landscape	Warning	7/5/2024				
7516 Mutiny Ave	Landscape	Warning	7/5/2024				
1671 S Treasure Drive	Landscape	Warning	7/5/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	7/6/2024				
7901 Hispanola Ave #1802	BTR	Warning	7/9/2024				
23-3209-001-0250	Landscape	Warning	7/9/2024				
1881 Kennedy Cswy #1806	BTR	Warning	7/9/2024				

7720 Miami View Drive	Parking Standards	Warning	7/10/2024				
7920 East Drive	Bulk Trash	Citation	7/10/2024	$200.00			
7920 East Drive	Landscape	Citation	7/10/2024	$200.00			
7920 East Drive	Pool Violations	Citation	7/10/2024	$200.00			
1755 Kennedy Cswy	Fence Maintenance	Warning	7/11/2024				
7910 West Drive	Bulk Trash	Warning	7/11/2024				
7524 E Treasure Drive	Trash	Warning	7/11/2024				
7520 E Treasure Drive	Blocking ROW	Warning	7/11/2024				
7601 E Treasure Drive	WWP	Citation	7/11/2024	$250.00			
7621 Coquina Drive	Noise	Warning	7/13/2024				
7548 Mutiny Ave	WWP	Citation	7/15/2024		$250.00		
7504 W Treasure Drive	Noise	Citation	7/15/2024		$250.00		
1440 Kennedy Cswy #1406	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #160	BTR	Warning	7/16/2024				
1700 Kennedy Cswy #140	BTR	Warning	7/16/2024				
1665 Kennedy Cswy (valet)	BTR	Warning	7/16/2024				
7421 Coquina Drive	Commercial Vehicle	Warning	7/17/2024				
7531 Center Bay Drive	Comm Vehicle/BTR	Warning	7/18/2024				
7811 Beach View Drive	Commercial Vehicle	Warning	7/18/2024				
7548 Adventure Ave	Landscape	Citation	7/18/2024	$200.00			
1671 S Treasure Drive	Landscape	Citation	7/18/2024	$200.00			
1666 Kennedy Cswy #604	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #607	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #500	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #501	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #504	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #202	BTR	Warning	7/18/2024				
1666 Kennedy Cswy #506	BTR	Warning	7/18/2024				
1873 S Treasure Drive	Noise	Warning	7/19/2024				
7504 Mutiny Ave	Noise	Warning	7/19/2024				
7520 Center Bay Drive	Noise	Citation	7/22/2024		$250.00		
7544 W Treasure Drive	Landscape	Warning	7/26/2024				
7541 W Treasure Drive	Landscape	Warning	7/27/2024				
7711 Miami View Drive	Commercial Vehicle	Warning	7/27/2024				
1600 Kennedy Cswy	Trash	Warning	7/27/2024				
7700 Center Bay Drive	Special Magistrate	Order	7/30/2024		$1,200.00		
1872 Kennedy Cswy	Off-Duty Construction	Warning	7/30/2024				
7524 Cutlass Ave	Landscape	Warning	7/30/2024				
1540 N Treasure Drive	Landscape/Blocking ROW	Warning	7/30/2024				
7601 E Treasure Drive	WWP	Citation	7/31/2024		$250.00		
(13) Lien Searches							
				$1,500.00	$2,700.00		
	Code	**Statistics**	**Aug-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/1/2024	$250.00			
1801 S Treasure Drive	Landscape	Warning	8/1/2024				
7525 Adventure Ave	Blocking ROW	Warning	8/1/2024				
7549 Buccaneer Ave	Operating/Advertising	Citation	8/1/2024	$250.00			
7549 Buccaneer Ave	BTR	Citation	8/1/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/2/2024	$250.00			
Various Locations	Construction Storm Prep	Warning	8/2/2024				
7529 Mutiny Ave	Operating/Advertising	Citation	8/3/2024	$250.00			
7529 Mutiny Ave	BTR	Citation	8/3/2024	$100.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/5/2024	$250.00			
1601 Kennedy Cswy	Fence	Warning	8/5/2024				
7920 East Drive	Trash	Citation	8/5/2024	$200.00			
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/6/2024	$250.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/6/2024	$250.00			
7938-7940 West Drive	Construction Site Maint	Warning	8/6/2024				
7938-7940 West Drive	Graffiti	Removed	8/6/2024				
7509 Buccaneer Ave	Landscpae	Warning	8/8/2024				
7548 W Treasure Drive	Landscape	Warning	8/8/2024				
7925 West Drive	Special Magistrate	Order	8/9/2024		$7,000.00		
7521 Cutlass Ave	Bulk Trash	Warning	8/9/2024				
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/9/2024	$250.00			
7701 Coquina Drive	Landscape	Warning	8/10/2024				
7801 Center Bay Drive	Landscape/Trash	Warning	8/10/2024				
7920 East Drive	Trash Violation	Warning	8/12/2024	$200.00			
1872 Kennedy Cswy	Off-Duty Construction	Citation	8/12/2024	$250.00			
7410 Beach View Drive	Bulk Trash	Warning	8/13/2024				
7508 W Treasure Drive	Fence Mesh	Warning	8/14/2024				
7801 Center Bay Drive	Special Magistrate	Order	8/14/2024		$1,000.00		
1670 S Treasure Drive	Landscape/Trash	Warning	8/14/2024				
7610 Miami View Drive	Noise	Warning	8/17/2024				
7600 Beach View Drive	Landscape/Debris	Warning	8/19/2024				
7910 West Drive	Bulk Trash	Warning	8/20/2024				
7516 W Treasure Drive	Fence Mesh	Warning	8/20/2024				
7548 W Treasure Drive	Open/Unsecure	Resolved	8/20/2024				
7441 Coquina Drive	Construction Site Maint	Warning	8/20/2024				
1880 S Treasure Drive	WWP	Citation	8/21/2024	$250.00			
1441 S Treasure Drive	WWP	Citation	8/22/2024	$250.00			
7548 Adventure Ave	Landscape	Citation	8/22/2024		$200.00		
7525 Adventure Ave	Bulk Trash	Warning	8/22/2024				
1630 S Treasure Drive	Landscape/Fence/Trash	Warning	8/22/2024				
7621 Coquina Drive	Construction Site Maint	Warning	8/23/2024				
1450 S Treasure Drive	Recycle Cans	Warning	8/23/2024				
1471 S Treasure Drive	BTR	Warning	8/26/2024				

1455 N Treasure Drive	Property Maintenance	Warning	8/26/2024				
7601 E Treasure Drive	Order to Secure	Warning	8/28/2024				
1872 Kennedy Cswy	Open Unsecure	Warning	8/28/2024				
7601 E Treasure Drive	WWP	Citation	8/29/2024	$250.00			
7601 E Treasure Drive	Unsafe Structure	Warning	8/29/2024				
1666 Kennedy Cswy #300	Construction Site Maint	Citation	8/30/2024		$250.00		
(27) Lien Searches							
				$3,600.00	$8,450.00		
	Code	**Statistics**	**Sep-24**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1900 S Treasure Drive	Property Maintenance	Warning	9/2/2024				
Treasure Island	Prohibited Sign	Removed	9/2/2024				
Treasure Island	Prohibited Sign	Removed	9/2/2024				
1666 Kennedy Cswy	Bulk Trash	Warning	9/3/2024				
7601 E Treasure Drive	Open / Unsecure	Warning	9/3/2024				
1670 S Treasure Drive	Fence	Warning	9/4/2024				
7923/7925 East Drive	Landscape	Warning	9/4/2024				
7921 East Drive	Bulk Trash	Warning	9/4/2024				
Treasure Island	Utility MOT	Warning	9/5/2024				
1441 S Treasure Drive	Trash Cans	Warning	9/5/2024				
1819 Kennedy Cswy	Painting	Warning	9/5/2024				
7901 Hispanola Ave	Blocking ROW	Warning	9/6/2024				
1365 Bay Terrace	Prohibited Sign	Removed	9/7/2024				
7935 East Drive	Bulk Trash	Warning	9/9/2024				
1790 Kennedy Cswy	Construction Site Maint.	Warning	9/9/2024				
7509 Buccaneer Ave	Landscpae	Citation	9/9/2024		$250.00		
7904 West Drive #602	Special Magistrate	Citation	9/9/2024		$3,500.00		
1801 S Treasure Drive	Bulk Trash	Warning	9/10/2024				
7601 E Treasure Drive	WWP	Citation	9/10/2024		$250.00		
23-3209-008-0590	Bulk Trash	Warning	9/11/2024				
7500 Coquina Drive	Bulk Trash	Warning	9/11/2024				
7401 Miami View Drive	Landscape	Warning	9/12/2024				
1880 S Treasure Drive	WWP	Citation	9/13/2024		$250.00		
7441 Coquina Drive	Construction Site Maint.	Warning	9/17/2024				
7410 Beach View Drive	Trash / Storage	Warning	9/17/2024				
1671 S Treasure Drive	Landscape	Citation	9/18/2024		$200.00		
1721 S Treasure Drive	Landscape	Warning	9/19/2024				
1508 Kennedy Cswy	Illicit Discharge	Citation	9/20/2024	$200.00			
7520 W Treasure Drive	WWP	Citation	9/20/2024		$250.00		
7401 Miami View Drive	Landscape	Citation	9/23/2024	$200.00			
1671 S Treasure Drive	Special Magistrate	Order	9/23/2024		$2,000.00		
1872 Kennedy Cswy	Noise	Citation	9/24/2024		$500.00		

Various Locations	Construction Storm Prep	Advisory	9/25/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	9/25/2024				
7920 East Drive	Bulk Trash	Citation	9/26/2024	$200.00			
7508 W Treasure Drive	Open / Unsecure	Warning	9/26/2024				
7545 Adventure Ave	Bulk Trash	Warning	9/26/2024				
7500 Miami View Drive	Trash Cans	Warning	9/26/2024				
7531 Beach View Drive	Trash Cans	Warning	9/26/2024				
Various Locations	Construction Storm Prep	Advisory	9/26/2024				
7920 East Drive	WWP	Citation	9/28/2024	$250.00			
7513 Bounty Ave	Noise	Citation	9/28/2024	$250.00			
1510 S Treasure Drive	WWP	Citation	9/28/2024	$250.00			
7521 Bounty Ave	Prohibited Signs	Removed	9/28/2024				
7529 Mutiny Ave	Operating / Advertising	Citation	9/27/2024		$250.00		
7529 Mutiny Ave	BTR	Citation	9/27/2024		$100.00		
(28) Lien Searches							
				$1,350.00	$7,550.00		

	Code	**Statistics**	**Oct-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
8000 East Drive	Bulk Trash / Landscape	Warning	10/1/2024				
1872 Kennedy Cswy	Landscape	Warning	10/1/2024				
7516 W Treasure Drive	Landscape	Warning	10/1/2024				
7541 W Treasure Drive	Landscape	Warning	10/1/2024				
1801 Galleon Street	Bulk Trash	Warning	10/1/2024				
Treasure Island	Utility ROW Noise	Warning	10/2/2024				
1508 Kennedy Cswy	Illicit Discharge	Citation	10/2/2024		$200.00		
1865 Kennedy Cswy #16O	WWP	Citation	10/3/2024	$250.00			
7513 W Treasure Drive	Landscape	Warning	10/3/2024				
1510 S Treasure Drive	WWP	Citation	10/3/2024		$250.00		
7500 Beach View Drive	WWP	Citation	10/3/2024	$250.00			
1750 S Treasure Drive	WWP	Citation	10/5/2024	$250.00			
1790 Kennedy Cswy	Construction Site Maint.	Warning	10/5/2024				
1750 S Treasure Drive	Trash	Warning	10/5/2024				
7511 Beach View Drive	Construction Site Maint	Warning	10/7/2024				
7501 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7500 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7510 Center Bay Drive	Bulk Trash	Warning	10/7/2024				
7810 Beach View Drive	Bulk Trash	Warning	10/7/2024				
1331 Bay Terrace	Bulk Trash	Warning	10/7/2024				
Various Locations	Storm Preparations	Advisory	10/7/2024				
1365 Bay Terrace	Commercial Sign	Warning	10/7/2024				
7510 Coquina Drive	Bulk Trash	Warning	10/7/2024				
7441 Center Bay Drive	Landscaper	Citation	10/8/2024	$200.00			
7730 Coquina Drive	Bulk Trash	Removed	10/8/2024				

Various Locations	Storm Preparations	Advisory	10/8/2024				
7530 Coquina Drive	Bulk Trash	Warning	10/8/2024				
7421 Beach View Drive	Bulk Trash	Warning	10/8/2024				
7910 Harbor Island Drive	Construction Site Maint	Warning	10/8/2024				
7530 Miami View Drive	Bulk Trash	Warning	10/8/2024				
7512 Hispanola Ave	Bulk Trash	Removed	10/9/2024				
7536 Adventure Ave	Bulk Trash	Warning	10/9/2024				
Various Locations	Storm Preparations	Advisory	10/9/2024				
7530 Coquina Drive	Bulk Trash	Warning	10/9/2024				
7700 Center Bay Drive	Open / Unsecure	Warning	10/10/2024				
1735 N Treasure Drive	Trash Violation	Citation	10/12/2024	$200.00			
7801 Center Bay Drive	Landscape	Warning	10/14/2024				
7904 West Drive	Landscape	Warning	10/14/2024				
7431 Coquina Drive	WWP	Citation	10/15/2024	$250.00			
7524 Cutlass Ave	Bulk Trash	Warning	10/15/2024				
7560 W Treasure Drive	Recycle Can	Warning	10/15/2024				
7525 Adventure Ave	WWP	Citation	10/16/2024		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	10/16/2024		$250.00		
8000 West Drive	Blocking ROW	Warning	10/17/2024				
7549 Buccaneer Ave	Operating / Advertising	Citation	10/18/2024		$250.00		
7549 Buccaneer Ave	BTR	Citation	10/18/2024		$100.00		
8000 East Drive	Trash	Citation	10/21/2024	$200.00			
8000 East Drive	Landscape	Citation	10/21/2024	$200.00			
7904 West Drive #601	Operating / Advertising	Citation	10/21/2024	$250.00			
7904 West Drive #601	BTR	Citation	10/21/2024	$100.00			
1550 Kennedy Cswy	Noise	Citation	10/21/2024	$250.00			
7410 Beach View Drive	WWP	Citation	10/21/2024	$250.00			
7500 Beach View Drive	WWP	Citation	10/21/2024		$250.00		
Treasure Island	Prohibited Sign(s)	Removed	10/21/2024				
7920 East Drive	Landscape	Citation	10/22/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	10/22/2024		$200.00		
7920 East Drive	Stagnant Water	Citation	10/22/2024		$200.00		
1601-47 N Treasure Drive	Trash	Warning	10/22/2024				
7920 East Drive	Trash	Citation	10/22/2024		$200.00		
7920 East Drive	Trash Violation	Citation	10/22/2024		$200.00		
1657 N Treasure Drive	WWP	Citation	10/23/2024		$200.00		
7917 West Drive	Trash Violation	Warning	10/23/2024				
7929 West Drive	Trash Violation	Warning	10/23/2024				
Treasure Island	Prohibited Sign(s)	Removed	10/23/2024				
1865 Kennedy Cswy #16O	WWP	Citation	10/23/2024		$250.00		
1750 S Treasure Drive	WWP	Citation	10/24/2024		$250.00		
1800 Kennedy Cswy #301	Noise	Citation	10/24/2024		$250.00		
1800 Kennedy Cswy #301	WWP	Citation	10/24/2024		$250.00		
1550 Kennedy Cswy	Noise	Citation	10/24/2024		$250.00		
8000 East Drive	Trash	Citation	10/25/2024		$200.00		
1820 S Treasure Drive	Special Magistrate	Order	10/25/2024		$4,900.00		

8000 East Drive	Landscape	Citation	10/25/2024		$200.00		
7441 Center Bay Drive	Landscaper	Citation	10/28/2024		$200.00		
7920 East Drive #5	WWP	Citation	10/28/2024		$250.00		
7922 East Drive	Fence	Warning	10/28/2024				
7548 Adventure Ave	Landscape	Warning	10/29/2024				
7927 East Drive	Bulk Trash	Warning	10/29/2024				
7700 Center Bay Drive	Landscape	Warning	10/30/2024				
7520 W Treasure Drive	Special Magistrate	Order	10/30/2024		$1,000.00		
7520 W Treasure Drive	Special Magistrate	Order	10/30/2024		$1,000.00		
1441 S Treasure Drive	Recycle Cans	Warning	10/31/2024				
7532 W Treasure Drive	Bulk Trash	Warning	10/31/2024				
7501 Center Bay Drive	Bulk Trash	Warning	10/31/2024				
7536 Buccaneer Ave	Bulk Trash	Warning	10/31/2024				
(23) Lien Searches							
				$2,650.00	$11,750.00		

	Code	**Statistics**	**Nov-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	11/4/2024				
7920 East Drive	Bulk Trash	Warning	11/4/2024				
7401 Beach View Drive	Fence Mesh	Warning	11/4/2024				
7921 East Drive	Knox Box	Citation	11/4/2024	$250.00			
7920 East Drive	Bulk Trash	Citation	11/5/2024	$200.00			
8000 East Drive	Bulk Trash	Warning	11/5/2024				
1441 S Treasure Drive	Trash Cans	Warning	11/5/2024				
1540 S Treasure Drive	Property Maintenance	Warning	11/5/2024				
1735 N Treasure Drive	Trash Violation	Citation	11/6/2024		$200.00		
7401 Beach View Drive	Open & Unsecure	Warning	11/6/2024				
7601 E Treasure Drive	Trash Violation	Citation	11/7/2024	$200.00			
Treasure Island	PD Citation	Citation	11/7/2024		$100.00		
1601 S Treasure Drive	WWP	Citation	11/9/2024	$250.00			
7541 Bounty Ave	Noise	Warning	11/9/2024				
1666 Kennedy Cswy	Property Maintenance	Warning	11/12/2024				
7531 Beach View Drive	Trash Cans	Warning	11/12/2024				
7531 Beach View Drive	Recycle Violation	Warning	11/12/2024				
Treasure Island	Derelict Vehicle	Warning	11/13/2024				
7945 East Drive	Special Magistrate	Order	11/14/2024		$9,500.00		
7929 West Drive	Trash Violation	Warning	11/15/2024				
7821 Beach View Drive	Trash Cans	Warning	11/16/2024				
7811 Beach View Drive	Trash Cans	Warning	11/16/2024				
1601 S Treasure Drive	WWP	Citation	11/18/2024		$250.00		
1881 Kennedy Cswy	Property Maintenance	Warning	11/18/2024				
7920 East Drive	Bulk Trash	Warning	11/18/2024				
7700 Center Bay Drive	Landscape	Citation	11/19/2024	$200.00			

7553 Bounty Ave	Comm Vehicle / Storage	Warning	11/19/2024				
7521 Buccaneer Ave	Property Maintenance	Warning	11/19/2024				
Various Locations	Single-Use Plastic	Inspect	11/19/2024				
7553 Bounty Ave	Special Magistrate	Order	11/19/2024		$150.00		
1601 S Treasure Drive	Property Maintenance	Warning	11/20/2024				
7601 E Treasure Drive	Sign Maintenance	Warning	11/20/2024				
7513 Adventure Ave	Bulk Trash	Warning	11/20/2024				
Various Locations	Single-Use Plastic	Inspect	11/20/2024				
Treasure Island	Dead Storage	Removed	11/21/2024				
7508 W Treasure Drive	Property Maintenance	Warning	11/21/2024				
1630 S Treasure Drive	Construction Site Maint	Warning	11/21/2024				
1441 S Treasure Drive	Construction Site Maint	Warning	11/21/2024				
Various Locations	Single-Use Plastic	Inspect	11/21/2024				
Treasure Island	Prohibited sign	Removed	11/22/2024				
1600 Kennedy Cswy	Single-Use Plastic	Citation	11/22/2024	$250.00			
7601 E Treasure Dr CU3	Single-Use Plastic	Citation	11/22/2024	$250.00			
7601 E Treasure Dr CU18	Single-Use Plastic	Citation	11/22/2024	$250.00			
7552 Mutiny Ave	Bulk Trash/Blocking ROW	Warning	11/22/2024				
7601 E Treasure Drive	Trash Violation	Citation	11/22/2024		$200.00		
1630 S Treasure Drive	Noise	Warning	11/23/2024				
7529 Mutiny Ave	Prohibited Sign	Removed	11/23/2024				
7920 East Drive	Bulk Trash	Citation	11/25/2024	$200.00			
7720 Miami View Drive	WWP	Citation	11/25/2024	$250.00			
7560 W Treasure Drive	Property Maintenance	Warning	11/25/2024				
8000 West Drive	Trash	Warning	11/26/2024				
7917 West Drive	Bulk Trash	Warning	11/26/2024				
1441 S Treasure Drive	WWP	Citation	11/26/2024		$250.00		
(14) Lien Searches							
				$2,300.00	$10,650.00		

	Code	**Statistics**	**Dec-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7921 East Drive	Bulk Trash	Warning	12/2/2024				
7920 East Drive	Bulk Trash	Warning	12/2/2024				
7910 West Drive	Bulk Trash	Warning	12/2/2024				
7513 Adventure Ave	Trash	Warning	12/2/2024				
7941 East Drive	Trash	Warning	12/2/2024				
Treasure Island	Prohibited Sign	Removed	12/2/2024				
Harbor Island	Prohibited Sign	Removed	12/2/2024				
7541 Bounty Ave	WWP	Citation	12/3/2024		$250.00		
7631 Miami View Drive	Construction Site Maint.	Warning	12/3/2024				
7525 Adventure Ave	Special Magistrate	Order	12/3/2024		$1,100.00		
7401 Center Bay Drive	Blocking ROW	Warning	12/3/2024				

1600 Kennedy Cswy	Single-Use Plastic	Citation	12/4/2024		$250.00		
7927 East Drive	Bulk Trash	Warning	12/4/2024				
7521 Buccaneer Ave	Trash on ROW	Warning	12/5/2024				
7910 West Drive	WWP	Citation	12/5/2024	$250.00			
7910 West Drive	Trash	Warning	12/9/2024				
7920 East Drive	Bulk Trash	Warning	12/9/2024				
7927/7931 East Drive	Trash	Warning	12/9/2024				
7510 Coquina Drive	Bulk Trash	Warning	12/10/2024				
7927 East Drive	Bulk Trash	Warning	12/10/2024				
7601 E Treasure Dr #CU14	WWP	Citation	12/10/2024		$250.00		
7601 E Treasure Dr #CU3	Single-Use Plastic	Citation	12/10/2024		$250.00		
7601 E Treasure Dr #CU18	Single-Use Plastic	Citation	12/10/2024		$250.00		
7720 Miami View Drive	Trash Cans	Warning	12/11/2024				
7910 West Drive	WWP	Citation	12/12/2024		$250.00		
7511 Coquina Drive	WWP	Citation	12/16/2024	$250.00			
7601 E Treasure Dr #CU8	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU20	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU9	BTR	Warning	12/16/2024				
7601 E Treasure Dr #CU10	BTR	Warning	12/16/2024				
1524 Kennedy Cswy	BTR	Warning	12/16/2024				
1550 Kennedy Cswy	BTR	Warning	12/16/2024				
7510 Coquina Drive	Trash/Fence	Warning	12/16/2024				
1710 S Treasure Drive	Bulk Trash	Warning	12/16/2024				
7917 West Drive	Bulk Trash	Warning	12/16/2024				
7921 West Drive	Bulk Trash	Warning	12/16/2024				
8000 West Drive	Bulk Trash	Warning	12/16/2024				
1540 N Treasure Drive	Landscape ROW	Warning	12/18/2024				
7560 W Treasure Drive	Special Magistrate	Order	12/18/2024		$1,900.00		
7525 E Treasure Dr #803	Noise	Citation	12/18/2024		$250.00		
7927/7931 East Drive	Trash Violation	Citation	12/19/2024	$200.00			
7940 West Drive	Noise	Warning	12/22/2024				
7925 West Drive	Bulk Trash	Warning	12/23/2024				
7821 Beach View Drive	Noise	Citation	12/23/2024		$200.00		
7929 West Drive #402	WWP	Citation	12/23/2024	$250.00			
7934 West Drive #501/502	Operating/Advertising	Warning	12/23/2024				
7501 E Treasure Dr #102	BTR	Warning	12/24/2024				
7501 E Treasure Dr #103D	BTR	Warning	12/24/2024				
7501 E Treasure Dr #106	BTR	Warning	12/24/2024				
7501 E Treasure Dr #107	BTR	Warning	12/24/2024				
7501 E Treasure Dr #108	BTR	Warning	12/24/2024				
7511 Coquina Drive	WWP	Citation	12/26/2024		$250.00		
1510 S Treasure Drive	WWP	Citation	12/26/2024	$250.00			
Treasure Island	FPL Vegetation	Removed	12/27/2024				
7800 Coquina Drive	Construction Site Maint.	Warning	12/30/2024				
7410 Beach View Drive	WWP	Citation	12/31/2024		$250.00		

(19) Lien Searches							
				$1,200.00	$5,450.00		
	Code	**Statistics**	**Jan-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7509 Buccaneer Ave	Prohibited Signs	Warning	1/2/2025				
7700 Center Bay Drive	Commercial Vehicle	Warning	1/2/2025				
1510 S Treasure Drive	WWP	Citation	1/3/2025		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	1/6/2025				
7508 W Treasure Drive	Open/Unsecure	Warning	1/6/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	1/6/2025				
1872 Kennedy Cswy	Trash	Warning	1/6/2025				
7531 Coquina Drive	Property Maintenance	Warning	1/6/2025				
1725 Kennedy Cswy	Prohibited Sign	Warning	1/7/2025				
1666 Kennedy Cswy	Landscape Maintenance	Warning	1/9/2025				
8000 West Drive	Property Maintenance	Warning	1/9/2025				
7549 Adventure Ave	Commercial Vehicle	Warning	1/9/2025				
23-3209-001-0013	Fence Mesh	Warning	1/9/2025				
1666 Kennedy Cswy	Landscape Maintenance	Warning	1/9/2025				
8000 West Drive	Property Maintenance	Warning	1/9/2025				
7549 Adventure Ave	Commercial Vehicle	Warning	1/9/2025				
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/10/2025				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0020	Vacant Lot Fee	Warning	1/10/2025				
7401 Beach View Drive	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0270	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0250	Vacant Lot Fee	Warning	1/10/2025				
7922 East Drive	Vacant Lot Fee	Warning	1/10/2025				
23-3209-001-0013	Vacant Lot Fee	Warning	1/10/2025				
23-3209-008-1200	Vacant Lot Fee	Warning	1/10/2025				
23-3209-008-1210	Vacant Lot Fee	Warning	1/10/2025				
1356 Bay Terrace	Vacant Lot Fee	Warning	1/10/2025				
7731 Miami View Drive	Vacant Lot Fee	Warning	1/10/2025				
7508 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7516 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
1670 S Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7700 Center Bay Drive	Vacant Lot Fee	Warning	1/10/2025				
7548 W Treasure Drive	Vacant Lot Fee	Warning	1/10/2025				
7531 Beach View Drive	Operating/Advertising	Citation	1/13/2025	$250.00			
7531 Beach View Drive	BTR	Citation	1/13/2025	$100.00			
7421 Coquina Drive	Commercial Vehicle	Citation	1/13/2025	$250.00			
7700 Center Bay Drive	Fence Mesh	Warning	1/13/2025				
7500 Center Bay Drive	Bulk Trash	Warning	1/13/2025				

7621 Coquina Drive	Property Maintenance	Warning	1/13/2025				
7701 Miami View Drive	Recycle Container	Warning	1/13/2025				
23-3209-001-0250	Vacant Lot Fee	Warning	1/14/2025		$250.00		
23-3209-001-0270	Vacant Lot Fee	Warning	1/14/2025		$250.00		
7922 East Drive	Vacant Lot Fee	Warning	1/14/2025		$250.00		
1660 S Treasure Drive	Construction Site Maint	Warning	1/14/2025				
1657 N Treasure Drive	Landscape Maintenance	Warning	1/14/2025				
1830 S Treasure Drive	Bulk Trash	Warning	1/14/2025				
7910 West Drive	Trash	Warning	1/14/2025				
7711 Beach View Drive	Construction Site Maint	Warning	1/14/2025				
1701 N Treasure Drive	Minimum Housing	Warning	1/15/2025				
7536 Adventure Ave	Trash Cans	Warning	1/16/2025				
7521 Bounty Ave	Outside Storage	Warning	1/16/2025				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/17/2025		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	1/17/2025		$250.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	1/17/2025		$250.00		
7904 West Drive #601	Operating/Advertising	Citation	1/22/2025		$250.00		
7904 West Drive #601	BTR	Citation	1/22/2025		$100.00		
23-3209-001-0013	Vacant Lot Fee	Warning	1/22/2025		$250.00		
23-3209-008-1200	Vacant Lot Fee	Warning	1/22/2025		$250.00		
7920 East Drive	Bulk Trash	Citation	1/23/2025		$200.00		
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/24/2025		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	1/24/2025		$250.00		
7601 E Treasure Dr #CU14	Special Magistrate	Order	1/24/2025		$1,800.00		
7531 Beach View Drive	Operating/Advertising	Citation	1/27/2025	$500.00			
7531 Beach View Drive	BTR	Citation	1/27/2025	$250.00			
1840 S Treasure Drive	Trash	Warning	1/27/2025				
7505 Mutiny Ave	WWP	Citation	1/29/2025	$250.00			
7509 Buccaneer Ave	Landscape Maintenance	Warning	1/29/2025				
7533 Adventure Ave	Bulk Trash	Warning	1/29/2025				
7700 Center Bay Drive	Landscape	Citation	1/30/2025		$200.00		
1441 S Treasure Drive	Special Magistrate	Order	1/30/2025		$825.00		
7548 W Treasure Drive	Vacant Lot Fee	Warning	1/31/2025		$250.00		
7556 Bounty Ave	Bulk Trash	Warning	1/31/2025				
(21) Lien Searches							
				$1,600.00	$6,375.00		

	Code	**Statistics**	**Feb-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7421 Coquina Drive	Commercial Vehicle	Citation	2/3/2025		$250.00		
7531 Beach View Drive	BTR	Citation	2/3/2025		$100.00		
7531 Beach View Drive	Operating/Advertising	Citation	2/3/2025		$250.00		
7821 Coquina Drive	Recycle Cans	Warning	2/3/2025				

7800 Center Bay Drive	Recycle Cans	Warning	2/3/2025				
7530 Miami View Drive	Recycle Cans	Warning	2/3/2025				
7530 Coquina Drive	Bulk Trash	Warning	2/4/2025				
7711 Beach View Drive	Construction Site Maint	Warning	2/4/2025				
1455 N Treasure Drive #5B	WWP	Citation	2/5/2025	$250.00			
7721 Coquina Drive	Prohibited Sign	Warning	2/5/2025				
7421 Coquina Drive	Trash	Warning	2/5/2025				
1455 N Treasure Drive #5B	WWP	Citation	2/6/2025		$250.00		
1872 Kennedy Cswy	Construction Site Maint	Warning	2/6/2025				
7510 Coquina Drive	Recycle Cans	Warning	2/7/2025				
1700 Kennedy Cswy #110	BTR/CO	Warning	2/7/2025				
23-3209-000-0030	Vacant Lot Fee	Warning	2/10/2025		$250.00		
7917 West Drive	Bulk Trash	Warning	2/11/2025				
7516 W Treasure Drive	Trash/Landscape	Warning	2/11/2025				
1630 S Treasure Drive	Noise	Citation	2/11/2025		$250.00		
1872 Kennedy Cswy	Fence Maintenance	Warning	2/11/2025				
7520 W Treasure Drive	Trash	Warning	2/12/2025				
7509 Buccaneer Ave	Construction Site Maint.	Warning	2/12/2025				
Treasure Island	Prohibited Sign	Removed	2/12/2025				
Treasure Island	Prohibited Sign	Removed	2/12/2025				
7520 W Treasure Drive	Trash Cans	Warning	2/12/2025				
7601 E Treasure Drive	Driveway Maintenance	Warning	2/12/2025				
7410 Beach View Drive	Stagnant Water	Citation	2/12/2025		$200.00		
1670 S Treasure Drive	Vacant Lot Fee	Warning	2/12/2025		$250.00		
Treasure Island	Derelict Vehicle	Reported	2/13/2025				
7528 Mutiny Ave	Bulk Trash	Warning	2/13/2025				
7509 Buccaneer Ave	Noise	Citation	2/13/2025	$250.00			
7700 Coquina Drive	WWP	Citation	2/13/2025	$250.00			
7536 Bounty Ave	Trash/Recycle Cans	Warning	2/13/2025				
7710 Coquina Drive	WWP	Citation	2/13/2025				
7531 Beach View Drive	Operating/Advertising	Citation	2/18/2025		$500.00		
7531 Beach View Drive	BTR	Citation	2/18/2025		$250.00		
1601-47 N Treasure Drive	Construction Site Maint	Warning	2/20/2025				
7920 East Drive	Bulk Trash	Citation	2/20/2025		$200.00		
7710 Coquina Drive	WWP	Citation	2/20/2025		$250.00		
1630 S Treasure Drive	Blocking ROW	Warning	2/21/2025				
1630 S Treasure Drive	Construction Site Maint.	Warning	2/21/2025				
7509 Buccaneer Ave	Noise	Citation	2/21/2025		$250.00		
7509 W Treasure Drive	Construction Site Maint.	Warning	2/21/2025				
7521 Coquina Drive	Noise	Citation	2/22/2025	$250.00			
7545 E Treasure Drive	Trash Violation	Warning	2/24/2025				
1400 S Treasure Drive	WWP	Citation	2/24/2025	$250.00			
7516 W Treasure Drive	Open/Unsecure	Warning	2/24/2025				
7560 W Treasure Drive	Property Maintenance	Citation	2/24/2025	$250.00			
1755 Kennedy Cswy	Trash/BTR	Warning	2/25/2025				

1755 Kennedy Cswy	WWP	Warning	2/25/2025				
7521 Coquina Drive	Noise	Citation	2/25/2025	$250.00			
7521 Bounty Ave	BTR	Warning	2/25/2025				
1725 Kennedy Cswy	Landscaping	Warning	2/25/2025				
7521 Bounty Ave	BTR	Warning	2/25/2025				
7521 Bounty Ave	Operating/Advertising	Warning	2/25/2025				
7521 Coquina Drive	Noise	Citation	2/26/2025		$250.00		
7501 Adventure Ave	Stagnant Water	Warning	2/26/2025				
1601-47 N Treasure Drive	Special Magistrate	Order	2/26/2025		$6,875.00		
7945 East Drive #106	Noise	Warning	2/27/2025				
1872 Kennedy Cswy	Fence Maintenance	Warning	2/27/2025				
7513 W Treasure Drive	Special Magistrate	Order	2/27/2025		$1,700.00		
7521 Mutiny Ave	Unsafe Structure	Posted	2/28/2025				
7928 West Drive	Construction Site Maint	Warning	2/28/2025				
(20) Lien Searches							
				$1,750.00	$12,075.00		

	Code	**Statistics**	**Mar-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7927-31 East Drive	Trash Violation	Citation	3/3/2025	$200.00			
7700 Coquina Drive	WWP	Citation	3/3/2025		$250.00		
7934 West Drive #1201	Special Magistrate	Order	3/3/2025		$3,400.00		
7920 East Drive	Bulk Trash	Warning	3/4/2025				
Treasure Island	Prohibited Sign	Removed	3/4/2025				
1630 S Treasure Drive	Construction Site Maint	Warning	3/4/2025				
7516 E Treasure Drive	Minimum Housing	Warning	3/4/2025				
7529 Mutiny Ave	Property Maintenance	Warning	3/5/2025				
7516 W Treasure Drive	Open and Unsecure	Warning	3/5/2025				
1510 S Treasure Drive	Noise	Warning	3/5/2025				
1900 S Treasure Dr #3M	Property Maintenance	Warning	3/6/2025				
7927 East Drive	Bulk Trash/Trash Violation	Warning	3/6/2025				
7700 Center Bay Drive	Open and Unsecure	Warning	3/6/2025				
7531 Coquina Drive	Open and Unsecure	Warning	3/6/2025				
7501 Adventure Ave	Noise	Warning	3/7/2025				
7548 Adventure Ave	Landscape	Warning	3/10/2025				
1790 Kennedy Cswy	WWP	Citation	3/10/2025	$250.00			
1800 Kennedy Cswy	WWP	Citation	3/10/2025	$250.00			
7548 W Treasure Drive	Open and Unsecure	Warning	3/10/2025				
7927 East Drive	Bulk Trash	Warning	3/10/2025				
7601 Beach View Drive	Landscape	Warning	3/11/2025				
7600 Beach View Drive	Landscape	Warning	3/11/2025				
7801 Center Bay Drive	Construction Site Maint	Warning	3/11/2025				

1630 S Treasure Drive	Construction Site Maint	Citation	3/11/2025	$250.00			
7601 Coquina Drive	Trash Cans	Warning	3/11/2025				
1630 S Treasure Drive	Construction Site Maint	Citation	3/12/2025		$250.00		
1770 Kennedy Cswy	WWP	Citation	3/13/2025				
1780 Kennedy Cswy	WWP	Citation	3/13/2025				
7401 Miami View Drive	WWP	Citation	3/13/2025	$250.00			
7441 Miami View Drive	Bulk Trash	Warning	3/13/2025				
7601 E Treasure Dr #CU12	Noise	Citation	3/13/2025		$250.00		
1345 Kennedy Cswy	Sign Maintenance	Warning	3/17/2025				
1670 S Treasure Drive	Fence Mesh	Warning	3/17/2025				
Treasure Island	Prohibited Sign	Removed	3/17/2025				
1725 Kennedy Cswy	Prohibited Sign	Removed	3/17/2025				
1540 S Treasure Drive	Property Maintenance	Warning	3/17/2025				
7513 Adventure Ave	Bulk Trash	Warning	3/18/2025				
7917 West Drive	Bulk Trash	Warning	3/18/2025				
7700 Center Bay Drive	Vacant Lot Fee	Citation	3/18/2025		$250.00		
7548 W Treasure Drive	Fence Mesh	Warning	3/18/2025				
1872 Kennedy Cswy	Landscape/Trash	Warning	3/18/2025				
1660 S Treasure Drive	Fence Mesh	Warning	3/18/2025				
7541 Hispanola Ave	Bulk Trash	Warning	3/19/2025				
7545 Hispanola Ave	Bulk Trash	Warning	3/19/2025				
7918 West Drive	Illicit Discharge	Citation	3/19/2025				
7928 West Drive	Construction Site Maint	Warning	3/19/2025				
7927-31 East Drive	Trash Violation	Citation	3/20/2025		$200.00		
1666 Kennedy Cswy	Property Maintenance	Warning	3/24/2025				
7420 Center Bay Drive	Noise	Warning	3/24/2025				
7520 W Treasure Drive	WWP	Citation	3/24/2025	$250.00			
7512 W Treasure Drive	Outside Storage	Warning	3/27/2025				
7601 E Treasure Drive	Special Magistrate	Order	3/26/2025		$325.00		
7508 W Treasure Drive	Vacant Lot Fee	Warning	3/26/2025		$250.00		
7508 W Treasure Drive	Fence Mesh	Warning	3/27/2025				
7918 West Drive	Illicit Discharge	Citation	3/27/2025		$250.00		
7928 West Drive	Construction Site Maint	Warning	3/28/2025				
7946 East Drive #106	WWP	Citation	3/28/2025		$300.00		
7711 Coquina Drive	Trash Cans	Warning	3/28/2025				
8000 East Drive	Landscape	Citation	3/28/2025		$200.00		
8000 East Drive	Trash	Citation	3/28/2025		$200.00		
1800 Kennedy Cswy	WWP	Citation	3/28/2025		$250.00		
1508 Kennedy Cswy	Unsafe Structure	Posted	3/28/2025				
1508 Kennedy Cswy	Property Maintenance	Warning	3/31/2025				
7531 Coquina Drive	Open/Unsecure	Warning	3/31/2025				
1630 S Treasure Drive	ROW Violation	Warning	3/31/2025				
7516 W Treasure Drive	Fence Mesh	Warning	3/31/2025				
(30) Lien Searches							

				$1,450.00	$6,375.00		
	Code	**Statistics**	**Apr-25**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1400 S Treasure Drive	WWP	Citation	4/1/2025		$250.00		
7511 Coquina Drive	Trash/Bulk Trash	Warning	4/1/2025				
7521 Bounty Ave	Outside Storage	Warning	4/2/2025				
1500 S Treasure Drive	Bulk Trash	Removed	4/2/2025				
7401 Miami View Drive	WWP	Citation	4/2/2025	$250.00			
7517 Bounty Ave	Outside Storage	Warning	4/2/2025				
7505 Mutiny Ave	WWP	Citation	4/4/2025		$250.00		
7521 Cutlass Ave	Bulk Trash	Warning	4/4/2025				
7530 Miami View Drive	Trash/Recycle Cans	Warning	4/4/2025				
7701 Miami View Drive	Trash/Recycle Cans	Warning	4/4/2025				
7516 Bounty Ave	Landscape	Warning	4/7/2025				
7600 Beach View Drive	Expired Permits	Warning	4/7/2025				
23-3209-000-0020	Vacant Lot Fee	Citation	4/7/2025		$250.00		
7401 Miami View Drive	WWP	Citation	4/7/2025		$250.00		
7401 Miami View Drive	WWP	Citation	4/7/2025		$250.00		
7531 Coquina Drive	Open/Unsecure	Warning	4/7/2025				
7904 West Drive #7	Sign Violation	Warning	4/8/2025				
1755 Kennedy Cswy	Trash/Landscape	Warning	4/8/2025				
7939 East Drive	Trash	Warning	4/8/2025				
Treasure Island	Commercial Landscaper	Warning	4/9/2025				
7521 Adventure Ave	Bulk Trash	Warning	4/9/2025				
7520 W Treasure Drive	WWP	Citation	4/9/2025	$250.00			
7500 Miami View Drive	WWP	Citation	4/10/2025	$250.00			
1872 Kennedy Cswy	WWP	Citation	4/10/2025	$250.00			
1880 S Treasure Drive	Special Magistrate	Order	4/11/2025		$1,500.00		
7810 Miami View Drive	Occupancy	Warning	4/12/2025				
7701 Coquina Drive	Noise	Warning	4/14/2025				
7921 West Drive	Sign Violation	Warning	4/15/2025				
7721 Coquina Drive	Landscape	Warning	4/15/2025				
1550 Kennedy Cswy	Sign Violation	Warning	4/15/2025				
1524 Kennedy Cswy	Trash/Graffiti	Warning	4/15/2025				
7939 East Drive	Trash	Warning	4/16/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	4/17/2025				
7711 Beach View Drive	Noise	Warning	4/19/2025				
7946 East Drive	Trash	Warning	4/21/2025				
7920 East Drive	Bulk Trash	Warning	4/21/2025				
7946 East Drive	Pool Violation	Warning	4/21/2025				
7917 West Drive	Bulk Trash	Warning	4/21/2025				
1872 Kennedy Cswy	Construction Site Maint	Warning	4/22/2025				
7532 W Treasure Drive	Bulk Trash	Warning	4/23/2025				

1508 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1524 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1550 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1600 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1624 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1580 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
1666 Kennedy Cswy	Recycling Violation	Warning	4/23/2025				
7500 Miami View Drive	WWP	Citation	4/25/2025		$250.00		
1601 Kennedy Cswy	Open/Unsecure	Warning	4/25/2025				
7711 Beach View Drive	Construction Site Maint	Warning	4/25/2025				
7536 Bounty Ave	Landscape	Warning	4/25/2025				
1865 Kennedy Cswy #15H	Minimum Housing	Warning	4/25/2025				
7520 W Treasure Drive	Noise	Warning	4/27/2025				
7945 East Drive	Bulk Trash	Warning	4/28/2025				
1815 Kennedy Cswy	BTR Violation	Warning	4/28/2025				
7918 West Drive	Prohibited Signs	Warning	4/28/2025				
1640 N Treasure Drive	Bulk Trash	Warning	4/29/2025				
1815 Kennedy Cswy	Recycling Violation	Warning	4/29/2025				
Treasure Island	Handbills	Removed	4/29/2025				
7701 Coquina Drive	Construction Site Maint	Warning	4/30/2025				
7531 Center Bay Drive	Trash	Warning	4/30/2025				
7560 W Treasure Drive	Landscape	Warning	4/30/2025				
7509 Buccaneer Ave	Landscape	Warning	4/30/2025				
(24) Lien Searches							
				$1,000.00	$3,000.00		
	Code	**Statistics**	**May-25**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1725 Kennedy Cswy	Prohibited Sign	Warning	5/1/2025				
7532 Adventure Ave	Trash	Warning	5/2/2025				
1570 N Treasure Drive	WWP	Citation	5/2/2025	$250.00			
7532 Adventure Ave	Trash Violation	Warning	5/2/2025				
1570 N Treasure Drive	WWP	Citation	5/2/2025	$250.00			
1508 Kennedy Cswy	Expired Permit	Warning	5/5/2025				
Treasure Island	Prohibited Sign	Removed	5/5/2025				
7536 Bounty Ave	Landscape	Warning	5/5/2025				
7600 Beach View Drive	Landscape	Warning	5/5/2025				
7509 Buccaneer Ave	Fence Mesh	Warning	5/5/2025				
7918 West Drive	Prohibited Signs	Warning	5/5/2025				
7525 E Treasure Dr #803	Minimum Housing	Warning	5/5/2025				
1570 N Treasure Drive	WWP	Citation	5/5/2025		$250.00		
7536 Bounty Ave	Landscape	Citation	5/6/2025	$200.00			
1660 S Treasure Drive	WWP	Citation	5/7/2025	$250.00			
7700 Center Bay Drive	Landscape	Warning	5/7/2025				

7421 Center Bay Drive	Trash	Warning	5/7/2025				
7504 W Treasure Drive	Noise	Warning	5/7/2025				
7530 Miami View Drive	Trash	Warning	5/7/2025				
1815-1855 Kennedy Cswy	WWP	Citation	5/7/2025	$250.00			
1815-1855 Kennedy Cswy	WWP	Citation	5/7/2025	$250.00			
1815-1855 Kennedy Cswy	WWP	Citation	5/7/2025	$250.00			
1815-1855 Kennedy Cswy	BTR	Citation	5/7/2025	$250.00			
1815-1855 Kennedy Cswy	BTR	Warning	5/7/2025				
7501 E Treasure Dr #9D	Noise	Citation	5/7/2025		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	5/9/2025				
7548 W Treasure Drive	Construction Site Maint.	Citation	5/12/2025	$250.00			
7517 Hispanola Ave	Recycling Violation	Warning	5/12/2025				
1601 Kennedy Cswy	Commercial Vehicle	Warning	5/12/2025				
7536 Bounty Ave	Landscape	Citation	5/13/2025		$200.00		
7701 Coquina Drive	Construction Site Maint.	Warning	5/13/2025				
7548 W Treasure Drive	Construction Site Maint.	Warning	5/13/2025				
7525 E Treasure Drive	Property Maintenance	Warning	5/13/2025				
7501 Center Bay Drive	Trash	Warning	5/14/2025				
7509 Buccaneer Ave	Landscape	Citation	5/14/2025	$200.00			
7701 Miami View Drive	Bulk Trash	Citation	5/14/2025	$200.00			
7711 Beach View Drive	Noise	Warning	5/14/2025				
7517 Bounty Ave	Bulk Trash	Warning	5/14/2025				
7801 Miami View Drive	Bulk Trash	Warning	5/14/2025				
7420 Center Bay Drive	Bulk Trash	Warning	5/14/2025				
7927 East Drive	Trash Violation	Citation	5/14/2025		$200.00		
7731 Miami View Drive	Vacant Lot Fee	Warning	5/14/2025		$250.00		
1815-1855 Kennedy Cswy	Parking Violation	Warning	5/15/2025				
7920 East Drive	Bulk Trash	Warning	5/15/2025				
7904 Adventure Ave	Hedges/Landscape	Warning	5/16/2025				
7544 W Treasure Drive	Bulk Trash	Warning	5/16/2025				
7540 Adventure Ave	Bulk Trash	Warning	5/16/2025				
7541 Adventure Ave	Bulk Trash	Warning	5/16/2025				
7560 W Treasure Drive	Landscape	Citation	5/16/2025	$200.00			
7517 Hispanola Ave	Trash Cans	Warning	5/19/2025				
7509 W Treasure Drive	Illicit Discharge	Citation	5/19/2025	$250.00			
7509 W Treasure Drive	WWP	Citation	5/19/2025	$250.00			
7600 Beach View Drive	Expired Permits	Citation	5/20/2025		$250.00		
7711 Beach View Drive	Construction Site Maint	Warning	5/21/2025				
23-3209-008-0590	Bulk Trash	Warning	5/21/2025				
7548 W Treasure Drive	Construction Site Maint	Warning	5/21/2025				
7531 Coquina Drive	Landscape	Warning	5/21/2025				
7560 W Treasure Drive	Property Maintenance	Citation	5/22/2025		$250.00		
1880 S Treasure Drive	Special Magistrate	Order	5/23/2025		$12,125.00		
7939 East Drive	Knox Box	Warning	5/27/2025				
1665 Kennedy Cswy	Outside Storage	Warning	5/27/2025				
7501 E Treasure Drive	BTR	Warning	5/27/2025				

7529 Mutiny Ave	Property Maintenance	Citation	5/27/2025	$250.00			
7939 East Drive	BTR	Warning	5/29/2025				
(19) Lien Searches							
				$3,550.00	$13,725.00		

Glossary	
Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Communications & Special Events Report (April 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (May 2025)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
May2025CommsEvents.pdf

North Bay Village

Communications & Events Engagement Report - May 2025

Flag Raising Ceremony - NBVPD Coordinated memorial flag donation ceremony with family to honor a young victim and promote boater safety. Successfully strengthened community-police relations.
Media Relations Secured Mayor placement on NBC 6's annual hurricane preparedness special, enhancing NBV's regional visibility and emergency preparedness profile.
North Bay Village Pride Event Executed successful Pride celebration with strong community participation, reinforcing NBV's commitment to diversity and inclusion.
Community Trolley Service Delivered cost-effective trolley service with excellent turnout and favorable cost-per-resident ratio. Next event scheduled for mid-June with enhanced marketing.
Ongoing: Community Center Groundbreaking Currently planning and marketing groundbreaking event for NBV Community Center and Park program.

Key Outcomes:

- 4 major community events successfully executed
- Strong community engagement across all initiatives
- Cost-effective service delivery maintained
- Enhanced media visibility and stakeholder relations
- Positive foundation established for upcoming community center project

On *Instagram*, our NBV account has **4,496 followers.**
On *Facebook*, our NBV account has 2,200+ followers.
On *Twitter*, our NBV account has 1,265 followers.
On *LinkedIn*, our NBV account has 60,000 impressions.

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (May 2025)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (May 2025).pdf

North Bay Village Police Department
Memorandum

Date: June 6, 2025

To: Assistant Chief, R. Jenkins

From: Acting Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for May 1 to May 31, 2025

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of May 2025. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raise awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 374 – Speeding Citations
- 52– Criminal Citations
- 44–Moving Violation Citations
- 281 – Non-Moving Citations
- 17 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 9 – Criminal Citations
- 29 – Moving Violation Citations
- 25– Non-Moving Citations
- 10 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 6 – Criminal Citation
- 30– Moving Violation Citations
- 18– Non-Moving Citations
- 18 – Warnings

Traffic Enforcement on North Bay Island:

- 0 – Speeding
- 0 – Criminal Citation
- 0 – Moving Violation Citations
- 0 – Non-Moving Violation Citations
- 0 – Warnings

Traffic Enforcement Totals:

- 868– Citations
- 135–Warnings
- 194– Parking Citations

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for May of 2024

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include, but are not limited to, Records Management, Administrative processing of agreements, Resolutions and Ordinances, Management and Oversight of the Village Business Tax Receipts, Residents' Board Administration/Support, and the coordination of the General and Special Elections.

Agendas

The Village Clerk is responsible for preparing agendas and postings for all of the Village Commission Meetings, Planning & Zoning Board, Special Magistrate, and all of the Resident Advisory Boards.

Village Commission	Planning & Zoning	Advisory Boards	Town Hall/ Others
1	1	2	2

Public Notices

The Village Clerk's Office issued a total of Eleven (11) Public Meeting Notices for May 2025. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Meetings, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

Execution of Documents

Resolutions	Agreements
12	8

Advisory Board Attendance Report - Unexcused Absences
* Resident Services Board

Board Member Silvia Heredia currently has four unexcused absences from Board meetings. She has informed our office that she has been dealing with a number of personal challenges that have prevented her from attending recent meetings. Despite these difficulties, Ms. Heredia has expressed her continued interest in serving on the Board and wishes to remain an active member moving forward.

Records Management / Building Department Property Files Project
* Cap Government

Below is a summary of the scanned records:

	# of Boxes
Taken off-site	167
Total boxes scanned	125
Total boxes pending	42
Total uploaded boxes finalized into Laserfiche	115

Business Tax Receipt - Update
As of June 9, 2025, the number of businesses pending a submittal for a County Certificate of Use has significantly reduced to 1. Many of the pending businesses are either in the process of completing the DERM CU application, have already submitted it, and are currently under review or follow-up.

Summary of Total Business not in compliance with DERM or under review
* Not in Compliance - Pending CU Submittal: 1
* Under Review by DERM for a CU: 16

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS

2025 Advisory Board Attendance Report - May.pdf
06.17.2025 - PRR - MAY.pdf

2025 - Resident Advisory Board - Attendance

RESIDENT SERVICES: *FIRST TUESDAY - 6:30 P.M.*

NAME	JANUARY	Tuesday February 4	Tuesday March 4	Tuesday April 1	Tuesday May 6	Tuesday June 3	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Alili, Farahim		P	P	P	P	P						
Cantave, Lidia		P	P	P	P	P						
Parada, Jose	CANCELED	A	P	P	P	P						
Heredia-Revelo, Silvia Filomena		P	A	A	A	A						
Larche, Francois		P	P	P	A	P						

FINANCE ADVISORY: *SECOND TUESDAY - 6:30 P.M.*

NAME	JANUARY	Wednesday February 11	Tuesday March 11	Tuesday April 8	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Siefken, Sandra Helena		P	P	P								
Horwitz, Sandi		A	P	P								
Jacob, Paul	CANCELED	P	A	P	CANCELED							
Martin, Nicholas		P	A	A								
Zuniga, Marco		P	P	P								

SUSTAINABILITY/RESILIENCE TASK FORCE: *FOURTH TUESDAY - 6:30 P.M.*

NAME	Tuesday January 28	Monday February 24	Tuesday March 25	APRIL	Tuesday May 27	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Doebler, David	A	P	P		P							
Krasner, Neil	P	P	P		P							
Krebs, Brenda	P	P	P	CANCELED	P							
Graham, Alisha	P	P	P		P							
Pfeffer, Oliver B.	P	P	P		P							

PLANNING/ZONING: FIRST WEDNESDAY - *6 P.M.*

NAME	JANUARY	Wednesday February 12	MARCH	Wednesday April 9	MAY	Wednesday June 4	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Turbides, Maximo E. - Alternate		P		P								
Losada, Joelyn		P		A								
Gonzalez, Jorge Pablo	CANCELED	P	CANCELED	P	CANCELED							
Abramson, Sherry		P		P								
Murphy, Paul		A		P								
Shaw, Ryan		P		P								

ANIMAL WELFARE: *QUARTERLY - 6:30 P.M. / THIRD WEDNESDAY of QUARTER*

NAME	JANUARY	FEBRUARY	Wednesday March 5	APRIL	MAY	JUNE	JULY	AUGUST *Summer Recess*	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Shakti, Indira			P									
Amadi, Sole Anamaria			P									
Fasana, Sabrina	CANCELED	NO MEETING	P	NO MEETING								
Lopez, Rosaura			P									
Marquez-Arrechea, Maria De La Cruz			P									

Last Updated: 6/2/2025 9:44

Public Records Request Log - May 2025

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
5/9/2025	Armando Garcia assistant@thelexi.net	Building	All closed permits for the following property: The Lexi Bayview Residences 7901 Hispanola Avenue	N/A	5/9/2025
5/9/2025	Jose Pineda roofingking2012@gmail.com	Building	7504 Jewel Avenue - Roof Permit	N/A	5/9/2025
5/15/2025	Agustin Colombano 786-473-1913 belleislecondobod@yahoo.com francavillaproperties@gmail.com	Building	All closed permits for the following property: Belle Isle Condominium 7920 E Drive - NBV	N/A	5/30/2025
5/25/2025	Sidra Rehman r.sidra6262@gmail.com	Building - Rodolfo	STR License Holders Details: License holder name or business name - License number or ID - License status (active/inactive/expired/etc.) - Property address associated with the license - License issuance date and expiration date - Contact information (if available under applicable law) - Any violations or enforcement actions (if available) - Type or classification of STR (e.g., whole home, hosted, non-hosted) - Any available notes or descriptions related to the license	N/A	5/29/2025
5/7/2025	Neal Klotsman neal.klotsman@compass.com	Building Village Clerk	Permits - 1365 Bay Terrace Specifically Sea Wall	N/A	5/8/2025
5/6/2025	Manuela Mackenzie, CAM / Spider Property Management, LLC	Building Village Clerk	7917 W Drive - Permit Records	N/A	5/9/2025
5/2/2025	Sebastian Moreno - Operations Manager / Art Build Construction	Building Village Clerk	1508 JFK Causeway - Plans	N/A	5/9/2025
5/13/2025	Teresa Muniz tmuniz@gunster.com	Building Village Clerk	Site Plan: Continuum 1755 79 Causeway	N/A	5/14/2025
5/15/2025	Martin Ogawa martinog@gmail.com	Building Village Clerk	As part of Urban Planning, does your office provide public disclosure of the Units and Floor Area Ratio of the existing and new condo developments in North Bay Village? If so, is it possible to provide this data?	N/A	5/15/2025

5/22/2025	Andrew Morrell andrew.morrell@ae7.com	Building Village Clerk	1700 JFK Causeway - Suite 120 PERMIT NO. 170000448	N/A	5/28/2025
5/21/2025	Ankeet Choxi ankeet.choxi@gmail.com 770-313-6741	Building Village Clerk	7430 Beachview Drive - PLANS	N/A	5/28/2025
5/21/2025	Graham Brasic gbrasic@jezerinacgroup.com	Building Village Clerk	7900 Harbor Island Drive ~~7900 W Drive~~ - Plans/Permits	N/A	5/29/2025
5/28/2025	Manuela Stotter - Senior VP Development - Continuum Company manuelas@continuumcompany.com	Building Village Clerk	Civil (paving and grading specifically) 1700 JFK NBV 33141	N/A	5/29/2025
5/22/2025	Luisa luisa@eastofcollins.com 786-850-5067	Building Village Clerk	7500 Miami View Drive - Plans - Pool	N/A	5/29/2025
5/29/2025	Rafael Romani Espinosa / One Stop Pools/Construction, INC. info@oscpools.com mariajose@oscpools.com	Building Village Clerk	Plans: 7928 W Drive	N/A	5/30/2025
5/30/2025	Marthe Saintil - LCAM-Property Manager / SFCM	Building Village Clerk	Blue Bay Tower - Plans 7929 W Drive	N/A	5/30/2025
5/22/2025	Aimee Llauro memeromero@live.com	Building Village Clerk	BAP Visit for Grand View Palace - 7601 E Treasure Drive	N/A	**ADDITIONAL DETAILS REQUESTED.**
5/15/2025	Joe Balber - Property Key jbalber@propertykey.com	Code Enforcement Village Clerk	NBV - Code Violation Report: 3/15/2025 - 5/15/2025	N/A	5/19/2025
5/10/2025	Raquel Regalado, ESQ. raquelregaladopa@gmail.com	Human Resources Village Clerk	Personnel Records: Dr. Ralph Rosado	N/A	5/12/2025
5/10/2025	Raquel Regalado, ESQ. raquelregaladopa@gmail.com	Human Resources Village Clerk	All e-mails sent/received to/from Dr. Ralph Rosado	**$27,300.00** **$37,162.00**	**PENDING PAYMENT**
5/6/2025	Adam B. Brosius - Senior Staff / Gallagher Bassett Technical Services Division	Public Works	Sewer/Water Connections for 1400 JFK Causeway If the attached does not suffice, have them contact me directly.	N/A	5/30/2025

5/28/2025	Vanessa Florez vanessa@sdhstudio.com	Public Works	As-Built Plans: 1640 S Treasure Drive Public Works does not have as-builts for private property. Building Department may have permit plans, but they are not necessarily considered “as-builts.”	N/A	5/30/2025
5/30/2025	Manuela Stotter - Senior VP Development - Continuum Company manuelas@continuumcompany.com	Public Works	Water and Sewer Plans for 1700 JFK 1709 Hispanola	N/A	
5/23/2025	Paul Gonzales sales@mtxgroupone.com	Public Works Finance Village Clerk	North Bay Island Phase 1 Stormwater Improvement Project - Rebid Project under City of North Bay Village (Permit No.TB No. 2025-001, 0190151.07, 0190151.03, ITB No. 2025-002). Specifically, I am seeking the following: • Detailed itemized bid sheets for all bidders, including unit pricing and total bid amounts. • Any bid breakdowns, cost estimates, or supporting documents used in the evaluation process. • Any engineer’s or internal cost estimates used for comparison.	N/A	5/29/2025
5/18/2025	Raquel Regalado, ESQ. raquelregaladopa@gmail.com	Village Clerk	Agenda; Video and Minutes for Special Commission Meeting on 04/2/2024	N/A	5/19/2025
5/20/2025	Billy Corben billy@rakontur.com	Village Clerk	Agenda; Video and Minutes for Special Commission Meeting on 04/2/2024	N/A	5/20/2025
5/12/2025	Erica Medlar Ellington Osborne eosborne@ombssecuritysystem.com	Village Clerk	Fire Alarm/Electrical Plans for Eloquence on the Bay 7928 E Drive	N/A	5/29/2025
5/24/2025	Arturito arturitonopales@gmail.com	Village Clerk	Commissioner Chervony's filing forms/campaign reports: 2012; 2016; 2020	N/A	5/30/2025
5/23/2025	Heather Walker hwalker@wsvn.com	Village Clerk	Amy Gordon records Amy Gordon salary - past five years Amy Gordon records - emails; personelle file; disciplinary actions; procedural policy changes; records of Amy Gordon's use of public/private funds	N/A	5/30/2025

5/1/2025	Helen Victoria helenvictoria1@gmail.com	Police	BWC Request NBV PD Case Number: 0050590	N/A	5/1/2025
5/1/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AG5LW5E NBV PD Case Number:	N/A	5/1/2025
5/5/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8OIE NBV PD Case Number: 202500022409	N/A	5/5/2025

5/5/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AGS5D7E NBV PD Case Number: 202300072733	N/A	5/5/2025
5/3/2025	Stanley Pineda - Felony Domestic Crimes Unit / State Attorney	Police	BWC: F25008327 NBV PD Case Number: 202500023954	N/A	5/5/2025
5/8/2025	Daniela Alvarado / State Attorney	Police	BWC: AKM888E NBV PD Case Number: 202500016238	N/A	5/8/2025
5/8/2025	Daniela Alvarado / State Attorney	Police	BWC: AKM8CPE NBV PD Case Number: 202500017630	N/A	5/8/2025
5/8/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8NDE NBV PD Case Number: 202500022222	N/A	5/8/2025
5/8/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8GFE NBV PD Case Number: 202500019164	N/A	5/8/2025
5/9/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AKM8EZE NBV PD Case Number: 202500018794	N/A	5/9/2025
5/13/2025	Eric Gardner egard1972@gmail.com	Police	NBV PD Case Number: 06-022397	N/A	5/13/2025
5/13/2025	Jessica Aujla - Felony Division / State Attorney	Police	BWC: F25008904 NBV PD Case Number: 202500027148	N/A	5/16/2025
5/14/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: ADMFLOE NBV PD Case Number: 202100027952	N/A	5/16/2025
5/16/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8PRE NBV PD Case Number: 202500022649	N/A	5/16/2025
5/16/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8W1E NBV PD Case Number: 202500025247	N/A	5/16/2025
5/14/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8MQE NBV PD Case Number: 202500021898	N/A	5/16/2025
5/14/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM85OE NBV PD Case Number: 202500015097	N/A	5/16/2025
5/13/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AI8EYVE NBV PD Case Number: 202400055115	N/A	5/16/2025
5/6/2025	Ivethe Johanna johannasz7@hotmail.com	Police	NBV PD Case Number: Domestic Violence Incident Report from April/June 2022 Roman Rodricus Heath	N/A	5/20/2025
5/20/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AGS34DE NBV PD Case Number: 202500020346	N/A	5/20/2025
5/20/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8TJE NBV PD Case Number: 202500024303	N/A	5/20/2025

5/21/2025	Ana Escalante / State Attorney	Police	BWC: AKM8RAE NBV PD Case Number: 202500023505	N/A	5/21/2025
5/7/2025	Brittany Barker brittany@yellowdogreports.com Melissa Archer info@yellowdogreports.com	Police	NBV PD Case Number: 202500013965	N/A	5/21/2025
5/21/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM907E NBV PD Case Number: 202500026883	N/A	5/21/2025
5/22/2025	Daniela Alvarado / State Attorney	Police	BWC: AKM7DZE NBV PD Case Number: 202500007565	N/A	5/24/2025
5/22/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8XDE NBV PD Case Number: 202500026091	N/A	5/24/2025
5/22/2025	Taminka Robertson - MIAMI DADE STATE ATTORNEY's OFFICE TaminkaRobertson@MiamiSAO.com	Police	BWC: M25010730 NBV PD Case Number: 202500031593	N/A	5/24/2025
5/29/2025	Ana Escalante / State Attorney	Police	BWC: AKM91EE NBV PD Case Number: 202500027477	N/A	5/29/2025
5/29/2025	Daniela Alvarado / State Attorney	Police	BWC: AKM8TNE NBV PD Case Number: 202500024304	N/A	5/29/2025
5/29/2025	Kamari Dawson - Traffic Divisisons / State Attorney	Police	BWC: AKM92BE NBV PD Case Number: 202500027730	N/A	5/29/2025
5/30/2025	Gary Scott - Traffic Division / State Attorney	Police	BWC: AKM6MNE NBV PD Case Number: 202400070943	N/A	5/30/2025
5/30/2025	Daniela Alvarado / State Attorney	Police	BWC: AKM7OJE NBV PD Case Number: 202500010213	N/A	5/30/2025
5/27/2025	Ciaran Cummins maywatermedia1@gmail.com	Police	DUI/DWI from 05/16/2024 - 05/22/2024	N/A	
5/14/2025	Jose Morales - MSU Intake Specialist II / State Attorney	Police	BWC: AKM8IXE NBV PD Case Number: 202500020346	N/A	
5/21/2025	Kerlly Charles - Child Protective Inestigator / FL Dept of Child-Families	Police	NBV PD Case Number: Rafael Gutierrez - DOB 12/07/1985 Claudia E. Rosero - DOB 07/18/1985 1900 S Treasure Drive, APT E	N/A	
5/20/2025	Marissel Hernandez - Miami-Dade STATE ATTORNEY's OFFICE	Police	BWC: M25010470 NBV PD Case Number: 202500030889	N/A	
5/6/2025	Rebecca De Lima - Legal Assistant / State Attorney	Police	BWC: AI8EYBE NBV PD Case Number:	N/A	

5/5/2025	Sara William - Traffic Secretary / State Attorney	Police	BWC: AGS3ODE NBV PD Case Number:	N/A	
5/27/2025	Mariela Arias marias@citrusfcn.com	Police	All PD reports for 7501 E Treasure Drive, APT 1E from the past two years.	N/A	
5/29/2025	Destiny Jackson destinydjackson01@gmail.com	Police	NBV PD Case Number: 202500033654	N/A	
5/29/2025	Carlos Asuaje alexanderasuajecm@gmail.com	Police	BWC for NBV PD Case Number: 202500031716	N/A	
5/5/2025	Erin Cohen ebc2011@me.com	Police Village Clerk	Amy Gordon records	N/A	5/6/2025
5/25/2025	Theo Karantsalis - Freelance Writer / Miami New Times karantsalis@bellsouth.net	Police Village Clerk	Amy Gordon records	N/A	**IN PROGRESS**

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Leonardo Cosio, Chief of Staff

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $57,750 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission renew a Professional Service Agreement with Mr. Book in an amount not to exceed $57,750 per year.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval to renew the professional services agreement with Mr. Ronald L. Book, P.A., for continued lobbying and governmental consulting services.

Mr. Book has effectively represented the interests of North Bay Village for the past seven (7) years, securing valuable support and funding at the state level. Given the successful outcomes of this long-standing partnership, the Village wishes to continue its engagement with Mr. Book and waive the competitive procurement process outlined in the Village Code.

Pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

Mr. Book, widely regarded as one of Florida's premier lobbyists, has expressed his interest in continuing to represent North Bay Village.

The contract allows the Village to continue its scope of Mr. Book's efforts, including lobbying at

the following levels:

- Municipal - NBV plans to have items under consideration by neighboring cities.
- County - NBV is renegotiating its Memorandum of Understanding with Miami-Dade for the design/permitting/construction of a fire station.
- School Board - NBV plans to continue its partnership with Miami-Dade Public School Board in the form of a joint-use agreement regarding Treasure Island Elementary School.

Mr. Book is still well below the 2018 rate of the Village's previous lobbyist.

It is recommended that the Village Commission renew a Professional Service Agreement with Mr. Book in an amount not to exceed $57,750 per year.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Professional Services (GL# 001.19.519.3160) $57,750

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Ronald Book for Lobbying Services.DOCX
Exhibit A - Agreement - Lobbying - Ronald L. Book.DOCX
Exhibit 1 PSA Proposal FINAL.docx

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH RONALD L. BOOK, P.A. FOR LOBBYING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $57,750 PER YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to engage a lobbyist with respect to governmental affairs matters primarily before the Florida Legislature, the various Executive Branch agencies, and, when appropriate, other local governments and the Miami-Dade County School District (the "Services"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, due to the fact that Ronald L. Book, P.A. (the "Consultant") has successfully lobbied on behalf of the Village for over 7 years, the Village desires to continue its professional relationship with the Consultant and waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code; and

WHEREAS, the Village Commission desires to approve an agreement with the Consultant to perform the Services and authorize the Village Manager to enter into an agreement for a 1-year term (retroactive to March 1, 2025) with the option to renew for up to one additional one-year period with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $57,750 per year (the "Agreement"); and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That pursuant to Section 36.25(L) of the Village Code, the Village Commission hereby approves the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $57,750 per year.

Section 3. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

RONALD L. BOOK, P.A.

THIS AGREEMENT (this "Agreement") is made effective as of the 1st day of March, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **RONALD L. BOOK, P.A.**, a Florida profit corporation (hereinafter, the "Consultant").

WHEREAS, the Village desires certain lobbying consulting services; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in Exhibit "A", attached hereto (the "Services"); and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8 (the "Initial Term"). Additionally, the Village Manager may renew this Agreement for five additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate fee in the amount of $4,812.50 per month in an amount not to exceed $57,750 per year.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and

necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set

forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates

required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY,

VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

24.1. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24.2. Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from

subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

28. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by

reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

28.1. First Priority: Base Agreement;

28.2. Second Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT
RONALD L. BOOK, P.A.

By: _____

Name: _____

Title: _____

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated March 1, 2025, attached hereto and incorporated herein by reference.

Ronald L. Book, P. A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

"EXHIBIT A"

March 1, 2025

Mr. Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway
North Bay Village, FL 33141

RE: Professional Services Agreement

Dear Mr. Manger:

I want to thank you and the entire Village Commission again for the continued opportunity to represent North Bay Village on governmental affairs matters primarily before the Florida Legislature, the various Executive Branch agencies, and when appropriate other local governments and the Miami Dade School District.

Our firm will be responsible for providing all traditional lobbying activities, including but not limited to, working with all members of the Florida House, Florida Senate, Governor's office, and all Executive Branch agencies as indicated above. It will be our responsibility to seek sponsors for your various appropriations projects and/or any substantive bills or amendments that the Village so prioritizes and requests we pursue. We agree to work with the Village to identify priorities and will make ourselves available for meetings, workshops, or any other appointments that we may, from time to time, determine to be necessary. We are ready to schedule meetings for your Commissioners when they seek appointments with lawmakers, and we also agree to make all presentations in front of Committees of the Florida Legislature. You agree to fully educate us on all issues that the Village seeks in the process or any issues that we may need to resolve at various agencies.

In exchange for this representation, the City agrees to compensate our firm with an annual retainer of $57,750 payable in twelve equal installments of $4,812.50. This will be an all-inclusive representation including costs. We will work hard to maintain the confidence and trust you are placing in us. We will provide you with weekly reports during the Legislative Session and where appropriate reports, during the balance of the year following Committee Meetings. Please feel free to call on us 24 hours a day, 7 days a week, 365 days out of every year.

Assuming this meets with our mutual understanding, please execute, and return one copy to our office in the enclosed envelope.

(Signature Page Attached)

REPLY TO:
❒ 4000 Hollywood Boulevard, Suite 677-S - Hollywood, Florida 33021 - (305) 935-1866
❒ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

_____
Ronald L. Book
Ronald L. Book, P.A.

_____
Mr. Frank Rollason, Village Manager

_____
Haydee Sera, Village Attorney

_____
Alba L. Chang, Village Clerk

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) OR SUCH OTHER FORM OF AGREEMENT(S) WITH MIAMI-DADE COUNTY FOR DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND/OR MONITORING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to execute a MOU with Miami Dade County for Debris removal and or monitoring services.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's approval to authorize the Village Manager to enter into any agreements that may be required with Miami-Dade County for emergency debris removal, staging and reduction, long range hauling, and debris monitoring services.

In recent months, the Village has explored the option of utilizing Miami-Dade County for these services, as the Village currently does not have an active vendor in place for debris removal in the event of a storm. Through an agreement, Miami-Dade County offers municipalities access to emergency debris hauling and monitoring services. This partnership would enable the Village to efficiently respond to debris removal needs following a declared emergency.

By entering into an agreement, the Village secures a cost-effective and reliable solution to support emergency preparedness and post-disaster recovery efforts.

Additionally, the County has confirmed that, in the event a storm or hurricane approach our

area, they would enter into an emergency Memorandum of Understanding (MOU) to provide the specified services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Authorizing VM - Debris Removal County.DOCX

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) OR SUCH OTHER FORM OF AGREEMENT(S) WITH MIAMI-DADE COUNTY FOR DEBRIS REMOVAL, STAGING & REDUCTION, LONG-RANGE HAULING, AND/OR MONITORING SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in need of debris removal, staging and reduction, long-range hauling, and monitoring services (the "Services") in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event (the "Disaster Events"); and

WHEREAS, on September 17, 2017, the Village entered into a Memorandum of Understanding (the "MOU") with Miami-Dade County for the provision of the Services in connection with Hurricane Irma; and

WHEREAS, the Village Commission desires to authorize the Village Manager to negotiate and execute an MOU or such other form of agreement(s) with the County for the Services in connection with future Disaster Events; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an MOU or such other form of agreement(s) with the County for the provision of the Services, subject to approval by the Village Attorney as to form, content and legal sufficiency.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to execute such other agreements or documentation as may be

necessary to ensure the provision of the Services from the County and take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATE TO THE VILLAGE'S TITLE VI NONDISCRIMINATION POLICY AND PLAN IN ACCORDANCE WITH TITLE VI, 42 U.S.C. § 2000D, OF THE CIVIL RIGHTS ACT OF 1964 AS REQUIRED TO RECEIVE FEDERAL PASS-THROUGH FUNDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission approve the Village's updated Title VI Program Policy Plan to comply with Federal requirements and the Miami-Dade County Department of Transportation and Public Works Office of Civil Rights and Labor Relations.

BACKGROUND AND ANALYSIS

As a sub-recipient of federal funds, the Village is required to adopt certain policies, such as the Title VI/Nondiscrimination Policy and Plan ("Title VI Plan") in accordance with Title VI, 42 U.S.C.§ 2000d, of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

The Title VI Plan serves to ensure that users of various services funded through the Federal government are able to make anti-discrimination complaints and to ensure procedures are in place for investigating, tracking and providing administrative remedies to these types of complaints.

The Federal Transit Authority ("FTA") requires "that all direct and primary recipients document their compliance with Department of Transportation's Title VI regulations by submitting a Title VI Program approved by the recipient's board of directors or appropriate governing officials… to their FTA regional civil rights officer once every three years".

Throughout the years, the Village has received funding from various Federal agencies such as the Federal Emergency Management Agency, the Federal Highway Administration ("FHWA"), and Federal Transit Authority ("FTA"), and others, and also as a sub-recipient through the Florida Department of Transportation ("FDOT"). The Village's Public Works Department has received approval from FDOT to implement its Local Agency Program ("LAP") Projects.

North Bay Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family or income status in any of county/city's programs, services or activities may file a complaint with the county/city Title VI/Nondiscrimination Coordinator.

It is recommended that the Village Commission approves an updated Title VI/Nondiscrimination Policy and Plan in accordance with Title VI, 42 U.S.C. §2000d, of the Civil Rights Act of 1964 and authorizes the Village Manager to take any and all actions necessary to implement the Title VI/Nondiscrimination Policy and Plan.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Title VI Nondiscrimination Policy .DOCX
Title VI Nondiscrimination Policy and Plan ..pdf

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S TITLE VI NONDISCRIMINATION POLICY AND PLAN IN ACCORDANCE WITH TITLE VI, 42 U.S.C. § 2000D, OF THE CIVIL RIGHTS ACT OF 1964 AS REQUIRED TO RECEIVE FEDERAL PASS-THROUGH FUNDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a sub-recipient of federal funds, the North Bay Village (the "Village") is required to adopt certain policies, such as the Title VI/Nondiscrimination Policy and Plan ("Title VI Plan"), attached hereto as Exhibit "A," by resolution to ensure compliance with Title VI, 42 U.S.C. § 2000d of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the Title VI Plan serves to ensure that users of various services funded through the Federal government are able to make anti-discrimination complaints and that procedures are in place for investigating, tracking, and providing administrative remedies to these types of complaints; and

WHEREAS, the Village receives Federal funding and aid from various agencies, including: the Federal Emergency Management Agency, the Federal Highway Administration ("FHWA"), and the Federal Transit Authority ("FTA"), among others; and

WHEREAS, the FTA requires Title VI plans to be updated and approved by the governing body every three years; and

WHEREAS, adopting the updated Title VI Plan attached hereto as Exhibit "A" will provide education to both the community and Village staff and discourage discrimination on the basis of race, color, or national origin; and

WHEREAS, the Title VI Plan serves to ensure that users of the Village's transit services are able to make anti-discrimination complaints and to have procedures in place for investigating, tracking, and providing an administrative remedy to these types of complaints; and

WHEREAS, in order to continue receiving federal pass-through funding from FDOT and other agencies, the Village Commission desires to approve the updated Title VI Plan; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Title VI Plan in substantially the form attached hereto as Exhibit "A."

Section 3. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary, including the expenditure of budgeted funds, to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE
TITLE VI NON-DISCRIMINATION POLICY AND PLAN

POLICY STATEMENT:

North Bay Village values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the Village believes that the best programs and services result from careful consideration of the needs of all of its community. Thus, North Bay Village does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the county/city will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

COMPLAINT PROCEDURE

North Bay Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family or income status in any of county/city's programs, services or activities may file a complaint with the county/city Title VI/Nondiscrimination Coordinator:

Jenice Rosado
Title VI Coordinator/ Human Resources Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
E-mail: Jrosado@nbvillage.com
Phone: (305) 756-7171
Fax: (305) 756-7722
Hearing Impaired:
888-447-5620 (TTY) or 850-270-2641 (Video Phone)

TITLE VI GRIEVANCE PROCEDURE

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance. A grievance form is attached to this document.

The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter. Should the county/city be unable to satisfactorily resolve a complaint, the county/city will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

The Village's Title VI Coordinator has 'easy access' to the Village Manager and is not required to obtain management or other approval to discuss discrimination issues with the Manager. However, should the complainant be unable or unwilling to complain to the Village, the written complaint may be submitted directly to Florida Department of Transportation (FDOT). FDOT will serve as a clearing house, forwarding the complaint to the appropriate state or federal agency:

Florida Department of Transportation
Equal Opportunity Office
ATTN: Title VI Complaint Processing
605 Suwannee Street MS 65
Tallahassee, FL 32399

ADA/504 STATEMENT

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

North Bay Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability service groups.

The Village encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the Village will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the Village asks that requests be made at least ten (10) calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the Village's ADA Officer:

Jenice Rosado
Title VI Coordinator
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
E-mail: Jrosado@nbvillage.com
Phone: (305) 756-7171
Fax: (305) 756-7722
Hearing Impaired:
888-447-5620 (TTY) or 850-270-2641 (Video Phone)

LIMITED ENGLISH PROFICIENCY (LEP) GUIDANCE:

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

The number or proportion of LEP persons eligible to be served or likely to be encountered by the Village's programs, services or activities.

The frequency with which LEP individuals encounter these programs, services or activities.

The nature and importance of the program, service, or activity to people's lives and;

The resources available to the Village and the likely costs of the LEP services.

1. North Bay Village, Florida has examined the US Census Bureau's most recent American Community Survey (ACS 2019-2923) data where the total North Bay Village population is

7,930. A total 80.7% residents age 5 and older spoke a language other than English at home. Of the 7,930 total population, Hispanics comprised the largest non-English-speaking language group representing 60.4% of the total population. The Village contacted local law enforcement and researched the local school serving students K-5 to determine the proportion of LEP served by those entities. Spanish was reported to be the prevalent LEP language and an estimated 30% of calls to the North Bay Village Police Department were in Spanish or a language other than English. Additionally, Treasure Island Elementary school reports that English Language Learners make up approximately 35% of their student body. Given this information, the Village reasons that a significant portion of its service population of LEP are speakers of Spanish.

BREAKDOWN OF NORTH BAY VILLAGE'S LEP POPULATION

Ethnicity/Language	**Percentage of total population for 2023 that speak English "Less than Very Well"**
Spanish	88.3%
Indo-European	26.9%
Asian-Pacific Island	34.8%
Other Language	18.0%

2. The Village has received a limited number of requests for translation or interpretation of its programs, services or activities into Spanish or any other language. The Village conducts monthly public meetings attended by significant numbers of Spanish speakers. Informal data collection at these events indicate that an estimated 15% are LEP, and in need of a translator.

3. The Village believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. In that spirit, the Village has

determined that public outreach material related to emergency management, public notices, solid waste, grievance procedures, law enforcement are essential, and shall be either translated into Spanish, or notices will include instructions for LEP individuals to access public documents in their native language (verbally or written).

4. The Village is fortunate to house within its jurisdiction faith-based organizations, including the local Jewish Synagogue, who offer competent language services upon request.

The analyses of these factors suggest that LEP services may be required, and the Village has implemented a LEP Policy that at a minimum includes the following;

- Maintain a list of employees who competently speak Spanish and other languages and who are willing to provide translation and/or interpretation services.
- Distribute this list to staff that regularly has contact with the public.
- Provide notification in Spanish of the availability of LEP assistance in public meeting notices and on public involvement event signage.
- Develop agreements with local translation service provider(s) to provide oral and written LEP services with reasonable notification.
- Develop agreements with faith and community based organizations to provide oral and written LEP services with reasonable notification.
- Translate the following essential documents into Spanish such as emergency management, public notices, solid waste, grievance procedures, law enforcement notices.

The Village understands that its community profile is changing and the four-factor analysis may reveal the need for more or varied LEP services in the future. As such, it will annually examine its LEP plan to ensure that it remains reflective of the community's needs.

Persons requiring special language services should contact the Village's Title VI/Nondiscrimination Officer, Jenice Rosado.

PUBLIC INVOLVEMENT:

To plan for efficient, effective, safe, equitable and reliable transportation systems, the Village must have the input of its public. The Village spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. The Village holds public meetings, including but not limited to; Monthly Commission Meetings, Resident Advisory Group Meetings, Special Project Meetings (i.e. transportation, boardwalk/baywalk, drainage improvement, budget), and other events designed to gather public input on project planning and construction. Furthermore, Village Staff attends and participates in community events sponsored by community partners to promote the Village's services to the public. Finally, the Village is constantly seeking ways of measuring the effectiveness of its public involvement. One way that this is done is through community surveys that are conducted during public meetings and online via a link on the Village's website. Participants that need translation services or special accommodations are asked to contact the Village at least ten (10) days prior to the date of the scheduled event. The Village will make every effort to accommodate the participant.

Persons wishing to request special presentations by the Village or to volunteer in any of its activities or offer suggestions for improvement of Village's public involvement may contact:

Jenice Rosado
Title VI Coordinator
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
E-mail: Jrosado@nbvillage.com
Phone: (305) 756-7171
Fax: (305) 756-7722
Hearing Impaired:
888-447-5620 (TTY) or 850-270-2641 (Video Phone)

DECISION MAKING BODIES:

The Village does not have any transit related non-elected planning boards or advisory councils or planning boards or committees. If any such committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the effort made to encourage participation of minorities on such committees.

TRANSIT PROGRAMS/SERVICE STANDARDS

All transit services are provided and operated by Miami-Dade County Transit.

The Village operates “Freebee” on-demand program used to supplement already existing transit services provided by the County. This service is requested by residents through an electronic ride hailing application.

TRANSIT FACILITIES

The Village does not have any storage, maintenance facilities, or operation centers.

GRIEVANCE FORM

If you feel you have been discriminated against, please provide the following information in order to assist us in processing your complaint and send it to:

North Bay Village
Attention: Jenice Rosado, Title VI Coordinator
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

Name:_____

Address:_____

City, State, Zip Code:_____

Telephone Number: _____

Person Discriminated Against: _____

Address of Person Discriminated Against:_____

City, State, Zip Code:_____

Please indicate why you believe the discrimination occurred:

_____ Race or color
_____National Origin
_____Income
_____Other

What was the date of the alleged discrimination? _____

Where did the alleged discrimination take place?_____

_____

Please describe the circumstances as you saw it:_____

_____

_____

_____

Please list any and all witnesses' names and phone numbers:

_____

_____

_____

_____

Please attach any documents which support the allegation.

Date and sign this form and send to the Title VI Coordinator

_____

Your signature

_____

Print your name

_____

Date

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF PAYROLL AND HUMAN RESOURCES MANAGEMENT SERVICES FROM AUTOMATIC DATA PROCESSING, INC. (ADP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission approve the proposal from ADP for various payroll services in the amount not to exceed $60,000 annually.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's consideration and approval to establish a new Payroll Management System for the Village.

On February 13, 2024, the Village Commission approved an agreement with UKG to provide payroll software solutions. However, since its implementation, the Village has encountered ongoing and unresolved issues that have significantly impacted payroll operations. These issues include errors in employee bi-weekly payroll processing, inconsistencies in payroll and benefits reporting, and problems with the accurate tracking and accumulation of employee hours. Despite multiple attempts to work with the vendor to resolve these problems, satisfactory solutions have not been achieved. As a result, staff conducted a comprehensive review of alternative payroll systems and determined after multiple demonstrations with ADP and after visiting a neighboring municipality that uses ADP, that ADP will offer the most reliable, efficient, and appropriate solution to meet the Village's operational and compliance needs.

The following is a brief overview of the proposed platform:

* Essential Plus Payroll (pay statement, tax filing service, general ledger, and access to mobile apps)
* Enhanced HR (Development tracking; online document storage; audit functionally policy acknowledgment; compliance reporting)
* Performance and Goal Management (performance review, compensation review, manager dashboard)
* Time tracking / collection (Request & Approval workflows; advanced scheduling, mobile access)
* Employment and Income Verification (immigration verifications; social services verification)

The proposed services are being procured in accordance with §36.25(L) of the Village Code. *Best interest of the Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.*

Staff strongly feels that transferring to ADP would be in the best interest of the Village; therefore, it is recommended that the Village Commission authorize the Village Manager to negotiate and execute any and all agreements with ADP to procure and implement this software. If authorized, the Village will proceed to begin working on building the ADP system with a projected go live date of October 1, 2025. An amount not to exceed $60,000 will be budgeted in the FY 25-26 budget as first payment to ADP will not occur during this current fiscal year.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
FY 2026 Budget (GL # 001.19.519.3160) $60,000

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving ADP Payroll System
Exhibit A - ADP Proposal 1.pdf
ADP Presentation .pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF PAYROLL AND HUMAN RESOURCES MANAGEMENT SERVICES FROM AUTOMATIC DATA PROCESSING, INC. (ADP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") contracts with a third-party vendor for the provision of human resources management software and services (the "Services"); and

WHEREAS, the Village has experienced recurring issues with its current payroll vendor, including service disruptions, processing errors, and delays that have affected operations and employee satisfaction; and

WHEREAS, Village staff reviewed alternative payroll providers and identified Automatic Data Processing, Inc. ("ADP") as a qualified and cost-effective vendor capable of providing timely and reliable payroll processing services that meet the Village's needs; and

WHEREAS, ADP has submitted a proposal, attached hereto as Exhibit "A" (the "Proposal"), to provide the Services at an annual cost of $55,273, inclusive of a one-time implementation fee of $5,000.28; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village desires to approve the purchase of the Services and authorize the Village Manager to negotiate and execute such agreements with ADP for the Services as may be necessary, consistent with the Proposal attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission approves the purchase of the Services and an agreement with ADP for the Services in an amount not to exceed $55,273, inclusive of a one-time implementation fee of $5,000.28, and an amount not to exceed budgeted funds for future years, consistent with the Proposal attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with ADP consistent with the Proposal, subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Company Information

North Bay Village
1666 79th Street Cswy
Ste 300
North Bay Village, FL 33141-4189
United States

Executive Contact

Frank Rollason
Village Manager
villagemanager@nbvillage.com
(305) 756-7171
x{224}

INVESTMENT SUMMARY

Employees	Implementation	Total Annual	Total Savings
100	$5,000.28	$55,273.00	-$16,656.00

Saving during the promotional period.Annual savings is ($8,328.00)

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

"Easy to onboard new staff and very user-friendly for new and current staff to navigate and use. The App makes it even easier to have all your information in one easy spot. Making employees more responsible for their own information - saves time on HR and payroll departments to make simple changes employees can manage on their own. "

—Teresa Stivala, SHRM-CP
VP of Human Resources, In Flight, Inc.

ADP Sales Associate

Paula Gil
MAS Broker DM
paula.gil@adp.com
3052060410



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20___

As between:

ADP, INC.
(Referred to in this agreement as "**ADP**")
One ADP Boulevard
Roseland, NJ 07068

-and-

North Bay Village
(Referred to in this agreement as "**Client**")
1666 79th Street Cswy Ste 300
North Bay Village, FL 33141-4189

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP Document Cloud
- ADP Marketplace
- ADP Time & Attendance Services
- Employment Verification Services
- ESS & MSS Technology
- History Conversion Services
- Human Resources Administration Services – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

ADP, INC.	**North Bay Village**
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Name - Please Print	Name - Please Print
_____	_____
Title	Title

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the page numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

- History Conversion Services
- Optimization Services
- Data Privacy

Global Master Terms and Conditions

1 Definitions

1.1 **ADP HCM Services**. Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.

1.1.1 **ADP Document Cloud**. Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

1.1.2 **ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).

1.1.3 **ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.3.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.

1.1.3.2 **ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.

1.1.3.3 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.

1.1.3.4 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.3.5 **State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.

1.1.4 **ADP Time & Attendance Services**. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.

1.1.5 **ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

1.1.6 **Employment Verification Services.** Management of employment and income verification requests.

1.1.7 **ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.

1.1.8 **History Conversion Services.** Conversion and loading of certain Client historical payroll or other human capital management data elements into ADP's systems or a standalone history viewer, as applicable.

1.1.9 **Human Resources Administration Services**. Administration of human resource functions using a unified system to (i) process and audit employee lifecycle events, (ii) automate workflows to manage, improve, and scale human resource communication processes, task assignment and form completion, and (iii) provide compliance tracking, reporting, including new hire reporting, and approval processes via self-service/direct access, and also including:

1.1.9.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.10 **Talent Management Solutions**. Technology to facilitate the administration of talent management services, including:

1.1.10.1 **ADP Compensation Management**. Solutions and tools to administer the compensation planning process.

1.1.10.2 **ADP Performance Management**. Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.1.10.3 **Learning Management**. Solutions and tools to facilitate the career and individual development of the workforce through formal and informal learning.

1.1.10.4 **Succession Planning**. Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

1.2 **General**

1.2.1 **"ADP"** has the meaning set forth on the cover page.

1.2.2 **"ADP Application Programs"** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3 **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4 **"ADPCheck Services"** refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5 **"ADP Direct Deposit Services"** means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6 **"Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.7 **"Agreement"** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.8 **"Amendment"** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.9 "**API**" means application programming interface.

1.2.10 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.11 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.12 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

1.2.13 **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.14 **"Biometric User"** means Client's employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.15 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.16 **"Client"** has the meaning set forth on the cover page.

1.2.17 **"Client Content"** means all information and materials provided by Client, its agents or employees, regardless of form.

1.2.18 **"Client Group"** means Client and Client's Affiliates listed in the Sales Order who are authorized to receive the Services.

1.2.19 **"Client Infringement Event"** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client's behalf other than at the direction of, or as approved by, ADP or (ii) Client's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.2.20 **"Confidential Information"** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.21 "**Data Security Breach"** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.

1.2.22 **"DHS"** means the U.S. Department of Homeland Security.

1.2.23 **"Documentation"** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.24 **"Effective Date"** has the meaning set forth on the cover page.

1.2.25 **"E-Verify"** means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.26 **"Form I-9"** means the employment eligibility verification form issued by the DHS.

1.2.27 "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

1.2.28 **"Global Master Terms and Conditions"** means the terms and conditions contained in the main body of this document following the signature pages.

1.2.29 "**Go-Live Date**" means the date of commencement of the first live processing of any given Service.

1.2.30 **"I-9 Handbook"** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).

1.2.31 **"Implementation Services"** means the Services to be performed in order to commence ongoing Services.

1.2.32 **"Improvements"** has the meaning set forth in Section 5.4.

1.2.33 **"Indemnitee"** has the meaning set forth in Section 6.3.

1.2.34 **"Indemnitor"** has the meaning set forth in Section 6.3.

1.2.35 **"Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.36 **"Internal Business Purposes"** means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.37 **"NACHA"** means the National Automated Clearing House Association.

1.2.38 "**Notice to Furnishers**" means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf.

1.2.39 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.40 **"Payment Services**" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.41 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.42 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.2.43 "**Sales Order(s)**" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.

1.2.44 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), and such other services as the parties may agree to be performed from time to time.

1.2.45 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.

1.2.46 **"Term"** means the period beginning as of the Effective Date and ending upon termination of the Agreement.

1.2.47 "**Termination Event**" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

1.2.48 **"Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

1.2.49 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.50 **"USCIS"** means U.S. Citizenship and Immigration Services.

1.2.51 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

1.2.52 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.

1.2.53 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.

1.2.54 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

2.1 **Provision of Services**. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2 **Cooperation**. ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.

2.3 **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4 **Errors**. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5 **Records**. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3 Compliance

3.1 **Applicable Laws**. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2 **Design of the Services**. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3 **Online Statements**. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4 **Data Privacy Appendix.** The Data Privacy Appendix is attached as an appendix to this Agreement.

4 Confidentiality

4.1 **General**. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will

use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 **Return or Destruction**. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 **ADP IP Rights**. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 **Ownership of Reports**. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 **Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

6.1 **ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2 **Client Indemnity**. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

6.3 **Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the **"Indemnitee"**) shall promptly notify the indemnifying party (the **"Indemnitor"**) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and

the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

7.1 **Ordinary Cap**. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap"**).

7.2 **Extraordinary Cap**. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.

7.3 **Matters not Subject to the Cap**. The foregoing limits on liability shall not apply to the following:

7.3.1 Client's funding obligations in connection with the Payment Services;

7.3.2 Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3 In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4 Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5 The infringement indemnity set forth in Section 6.1 and 6.2;

7.3.6 Client's biometrics indemnity set forth in Section 14;

7.3.7 Client's obligations to pay the fees for Services; and

7.3.8 ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4 **Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5 **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

8.1 **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

9.1 **Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 **Business Continuity; Disaster Recovery**. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4 **Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

10.1 **Notification**. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2 **Other ADP Obligations**. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

11.1 **Fees and Fee Adjustments.** Client shall pay to ADP the fees and other charges for the Services as set forth in the Sales Order. The recurring Services fees (excluding delivery, tax and banking (including reverse wire), jurisdiction, year-end and maintenance fees) will remain fixed during the first six (6) months following the Effective Date, and thereafter ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in any Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

11.2 **Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.

11.3 **Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if (i) this Agreement or any Service is terminated after Implementation Services have started but before the applicable Go-Live Date or (ii) Client fails to reasonably cooperate with ADP in connection with the Implementation Services such that ADP is unable to complete such Implementation Services, then ADP may terminate this Agreement or any Service upon written notice to Client and, in each case, thirty percent (30%) of the total non-discounted implementation fees set forth in the Sales Order shall be immediately due and payable by Client.

11.4 **Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless the History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice the Client on a monthly basis for such Services rendered.

11.5 **Currency.** Client shall pay the fees in US dollars.

11.6 **Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

11.7 **Postage, Shipping, Travel and Out-of-Pocket Expenses**. ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.

11.8 **Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

11.9 **Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

12.1 **Term; Termination for Convenience.** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in this Section 12).

12.2 **Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

12.3 **Suspension**. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee**,** which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

12.4 **Additional Termination Provisions**.

12.4.1 **Additional Termination Provisions for ADP Employment Tax Services**. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.4.2 **Additional Termination Provisions for Employment Verification Services**. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.4.3 **Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

12.4.4 **Additional Termination Provisions for History Conversion Services.** Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.

13 Post Termination

13.1 **Scope**. At any time prior to the termination of Client's access to the ADP Application Programs, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Under no circumstances will ADP be required to provide any third party with access to the ADP Application Programs, ADP's intellectual property or any Confidential Information of ADP.

13.2 **Past Due Amounts**. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

14.1 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1 **Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.2 **WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.

14.2.1 **Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

14.2.1.1 Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at http://www.uscis.gov/i-9central. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.2.1.2 Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.2.1.3 ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP

14.2.1.3.1 Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.2.1.3.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.2.1.3.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

14.2.1.3.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.

14.2.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.2.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.2.2 **Form I-9 Retention**. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.3 **Payment Services.** The following additional terms and conditions apply to the Payment Services:

14.3.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.3.2 **Additional Requirements**. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.3.3 **Funding Obligations**. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.3.4 **Investment Proceeds; Commingling of Client Funds**. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.3.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.4 **ADP Wage Payment Services.** The following additional terms and conditions apply to ADP Wage Payment Services:

14.4.1 **ADPCheck; Direct Deposit**. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

14.5 **ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:

14.5.1 **Time & Attendance Hardware.**

14.5.1.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.5.1.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted.

14.5.2 **Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.5.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.5.2.1.1 **Client Biometric Information Policy**. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.5.2.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;

14.5.2.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.5.2.1.1.3 any additional requirements as required by potentially applicable law.

14.5.2.1.2 **Biometric User Notice and Consent**. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.5.2.1.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.5.2.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.5.2.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.5.2.1.3 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.5.2.1.4 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.5.2.2 **Biometrics Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

14.5.2.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.6 **Tax Registration Services.** ADP shall provide tax registration services as further described in this Section (the "**Tax Registration Services**") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. In receiving the Tax Registration Services hereunder, Client acknowledges the following:

14.6.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.

14.6.2 As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.

14.6.3 All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.

14.6.4 By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.

14.6.5 Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.

14.6.6 Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.

14.6.7 ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.

14.7 **State Unemployment Insurance (SUI) Management Services**. The following additional terms and conditions apply to the SUI Management Services:

14.7.1 **Provision and Transfer of Information**. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

14.7.2 **Definition of Claim; Claim Cap**. For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

14.8 **ADP Wage Garnishment Payment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.8.1 **Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.

14.8.2 **Client's Use of Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.9 **Employment Verification Services; Employee Authorized Disclosure.** The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.9.1 **Employment Verification Services.** Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or

enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.9.1.1 **Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available on ADP's payroll processing system.

14.9.1.2 **Notice to Furnishers of Information: Obligations of Furnishers of Information**". Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.9.1.3 **Archival Copies**. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.9.1.4 **Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.10 ADP Marketplace and Use of ADP APIs.

14.10.1 **Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.10.2 **Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.10.3 **Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.11 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

14.11.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.12 History Conversion Services. ADP shall provide to Client certain history conversion professional services as indicated on the Sales Order (the "History Conversion Services"). As a condition to receiving the History Conversion Services, Client will be subject to the additional terms and conditions of this Agreement. The following History Conversion Services are intended for Clients that has no more than 5,000 terminated and active records.

14.12.1 **Description of Services.** The History Conversion Services shall include one or more of the Services set forth in the accompanying appendix. History Conversion Services includes virtual training (all training is done remotely via internet and/or telephone). History Conversion Services do not include the conversion or import of any documents.

14.12.2 **Client Obligations.** As a prerequisite to receiving the History Conversion Services (the "Project"), Client agrees that (a) it has sufficient resources to allocate to the Project; (b) it will provide access to prior vendor data in order to perform an extraction of data (access may include either extraction of data related to the history conversion or via PDF reports, or registers; (c) it will perform an audit of converted data and review internally, in accordance with the timeline set forth below; (d) it will consent to the direct import of the converted check history data files into ADP Workforce Now; (e) it will ensure that all employees with data to be converted be loaded into ADP Workforce Now (to include prior year terminated employees) in advance of the import of check history data; (f) it will provide ADP a single point of contact for data extraction from a prior single vendor database(if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights for the external viewer, such additional work efforts would be subject to additional fees). All other historical data items will be loaded to an external history viewer ("History Viewer") as described in the History Conversion Services Appendix. In addition, with respect to Check History Conversion Services only ("Check History"), Client agrees that it will complete and validate the data mapping and shall be responsible for final review of data during mapping process. If ADP discovers errors in the data mapping following Client's final validation and submission, corrections to the Check History data may be required. In connection therewith, additional fees may be charged by ADP in order to correct such errors in addition to the fees described in the Sales Order. Data mapping must be completed within sixty (60) days of the date that the Client is first able to commence the data mapping processing ("Data Mapping Completion Date"). If Client fails to complete the data mapping by the Data Mapping Completion Date, then additional monthly storage charges shall apply.

14.12.3 **Completion of History Conversion Services.** Upon completion of the History Conversion Services, Client will immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the History Conversion Services.

15 Miscellaneous

15.1 **Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 **Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 **Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 **Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 **No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 **Force Majeure**. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 **Waiver**. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9 **Headings**. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.10 **Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.11 **Relationship of the Parties**. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.12 **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

15.13 **Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.

15.14 **Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15.15 **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.16 **Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.

15.17 **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix : History Conversion Services

Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION
Check History	***Includes:***Net/Gross Salary, Taxes, Deductions, Hours, Hours & Earnings Codes. History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).
Pay Rate History	***Includes:***Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary. History data will be loaded to an external viewer provided by ResNav Solutions (see below).
Position History	***Includes:*** Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Benefits History (Employee Benefit Selection)	***Includes:*** Employee level Benefit selectiown data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Benefits / Dependent History	**Includes:** Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Time & Attendance History	***Includes:*** Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times & Codes, Totaled Amount, Cumulative Total, Reason/Details. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Employee Status History	***Includes:***Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons

Loading History Data Using ResNav Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

Appendix – Optimization Services

The optimization Services are in addition to the standard Services received by Client. These Services provide ongoing, scheduled optimization support. Consultants are typically scheduled in advance. Priorities are established and agreed upon by the parties on at least an annual basis. For unplanned requests, consultants will generally respond to Client emails within 48 hours. Upon completion of the optimization Services, ADP will request confirmation from Client that these Services and the deliverables outlined in this Appendix have been satisfactorily delivered. These Services and deliverables will be deemed accepted by Client if no response has been received from Client within four (4) business days of the date of ADP's confirmation request.

Initial Term, Renewal and Termination

The initial term for optimization Services is eighteen (18) months starting on the date of the first invoice for these Services. After the initial 18 months, these Services will continue on a month-to-month basis, provided that termination requests by Client must be in writing and at least sixty (60) days in advance.

In the event Client terminates the optimization Services, Client is responsible for all costs and fees incurred by ADP prior to the effective date of such termination, and such amounts shall be due and payable by Client to ADP in accordance with Client's previously established payment terms with ADP.

Description of Optimization Services. The following optimization Services can apply to any of Client's active WFN features.

(a) All optimization Services may include:

Optimization Service	Description
Annual Review of Business Objectives	Consultant will discuss with Client how WFN can support Client's business objectives for the year (e.g., DE&I, cost reduction, attracting/retaining talent, reducing risk, etc.). Client results in achieving Client's objectives will vary and may not be affected only by the optimization Services.
WFN Optimization	Client's priorities will be determined based on the applicable WFN database review (as set forth in more detail below) and will be mutually agreed upon by the parties. These Services consist of: • Analysis of Client's current processes; • Consultation on process improvement; • Best fit recommendations; • Review and configuration of applicable WFN features; • Customized job aids and training materials; and • Assistance with training Client employees, managers, and practitioners.
Customized ADP WFN Training – Software Updates and New Users	• One-on-one virtual practitioner training for new Client practitioners who have completed the ADP-provided training; • One-on-one virtual practitioner training to review newly released features; and • Scheduled virtual training for Client employees and managers as needed due to attrition, newly configured features, or product updates.
Core HR Administration	Services may include support with: • Data integrity – validation tables, custom fields, and current employee data; • Onboarding and ongoing document management; • Total rewards statements and voice of the employee; • Tracking licenses, skills, and certifications; and • Statutory compliance fields, reporting, and dashboards.
Risk Analysis and Self-Service Review	Consultant will review and provide recommendations for reducing risk based on: • Self-service utilization dashboard; • ADP Mobile utilization; • Security profile analysis and updates; • Geofencing settings for clocking in and out; • Portal content (home page, forms library, tools/references); • Employee and manager self-service activity configuration and approval paths; • HR actions – configuration and approval paths; and • Workgroup analysis to ensure proper assignments, notifications, and approvals.

Optimization Service	Description
Payroll Process Review and Recommendations	Consultant will review the following and make recommendations: • Validation tables and employee data maintenance process; • Deductions and taxes; • Essential Time, Enhanced Time, or Workforce Manager, if applicable; and • Payroll processing, reporting and general ledger.
Payroll Year-end Review	On an annual basis, the consultant will: • Review current year payroll adjustments and schedule; • Verify end-of-year payroll schedule and needs; • Discuss year-end payroll checklists and reminders; • Review of importance of all year-end communications from ADP to Client; • Discuss W-2 previews; and • Discuss changes for new year (e.g., general ledger, time-off, job titles, departments, etc.)
Talent Management Optimization	Consultant will review the following processes and Client's use of WFN, based on system availability, make recommendations, and support configuration and training for: • Recruitment and onboarding; • Performance reviews and compensation events; • Learning management solutions; and • Succession planning.
Open Enrollment Support and Benefits Optimization	On an annual basis, the consultant will: • Conduct a planning session for upcoming open benefits enrollment; • Discuss expected changes and required work effort for the project; • Based on the above analysis with the consultant, the following items can be included: o Prepare open enrollment announcements and links on portal home page; o Review and update benefits content rights; o Configure benefit plans based on plan documentation (e.g., Summary Plan Descriptions (SPDs)) provided by Client; o Update benefit plan rates, as needed; o Copy or import employee enrollments; o Ensure benefit plans are properly mapped to payroll; o Configure open enrollment profile and partner with client to conduct open enrollment testing; o Update existing life events based on plan changes; o Review and update benefits-related workflows/approval paths; o Upload customized plan content and documentation; build out plan comparison details; and o Conduct custom Client practitioner training on benefits dashboard and reporting
ACA Data Management Review	• Discuss key federal ACA provisions/updates and how they apply to Client's business; • Discuss updates or changes to the Essential ACA product within the last year; • Review available tools within WFN to support ACA compliance efforts; • Review and assist Client with evaluation of Essential ACA-related configuration including ACA benefit status, affordability, and offers of coverage; and • Discuss ACA timeline and Client's readiness for compliance.
Ongoing Communications	• Email newsletter on a variety of HR/PR-related topics

(b) Optimization Plus Services include, in addition to Services set forth in subsection (a) above:

Optimization Plus Service	Description
WFN Database Review	The consultant will review Client's active WFN features to become familiar with Client's current configuration and to identify potential gaps for optimized utilization. The findings will be shared with Client as appropriate during virtual working sessions.

(c) Total Optimization Services include, in addition to Services set forth in subsection (a) above:

Total Optimization Service	Description
Annual WFN Utilization Review	At the beginning of each service year, the consultant will, upon client request, schedule a one-day onsite visit with Client at a mutually convenient time during which the consultant will review Client's HR and payroll processes and WFN utilization, present recommendations and help Client prioritize projects for the upcoming year. The Annual WFN Utilization Review consists of the following Services: • Discuss Client's HR and payroll processes; • Review Client's applicable, active WFN features and their current utilization; • Prepare a report of findings with general recommendations; • Deliver findings to Client stakeholders; and • Assist Client with priority setting. *Note: This is typically the first deliverable to be executed upon and is then delivered at the start of each service year thereafter. The first utilization review will generally be delivered within two (2) months of (i) receipt of the signed Sales Order, or (ii) deferred until the second year if Client is in implementation. If Client requests onsite visit, Consultant travel time (up to 10 hours) and T&E are included in the overall price of the offering. Additional onsite days can be added at Client's expense.*
Organizational Change(s) Support	The consultant will provide change management support for organizational changes such as mergers and acquisitions, rightsizing, expansion into new states, etc. Support will include: • Current state and desired future state review; • Review of impacts on WFN and needed configuration changes; and • Sample communication plans and tools.

Out-of-scope Services. The following Services are considered out of the scope of the optimization Services. To receive these Services, Client will need to work with Client's ADP service or implementation team and an additional Sales Order or statement of work may be required.

- Implementation of new WFN features;
- Standardization of Client's payroll-related validation tables across company codes;
- Integrations between WFN and external systems;
- Carrier connection requests, updates, or maintenance
- WFN database mergers;
- Full reconfigurations of Client's Enhanced Time labor levels;
- Full reconfigurations of Client's ADP Workforce Manager (WFM) business structure; and
- Optimizing communication between WFM and WFN

Client Responsibilities

Client is responsible to:

- Provide documentation of all applicable policies upon request and discuss application of policies with consultant;
- Participate in scheduled planning, configuration, and validation calls;
- Review and validate configuration changes are as requested and intended;
- Maintain company compliance with federal, state, and local regulations;
- Participate in any employee or manager training sessions; and
- Review Service Connect for any updates during the Statement of Work engagement.

No Show and Cancellation Policy.

Please be aware of the following policy for no shows/late cancellations for scheduled calls. If you cannot make a scheduled call, please alert your consultant as soon as possible. The consultant will wait for up to 15 minutes for attendees to join the call after which the call will be considered a no show. A late cancellation is any cancellation with less than 24 hours' notice. In the case of a no show or late cancellation, the following applies:

- First occurrence: recorded instance, no charge in time.
- Second occurrence: recorded instance, 30 minutes of time will be deducted from the engagement.
- Additional occurrences: the length of the scheduled session will be deducted from the engagement.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf, provided, however, that the relevant definitions (or equivalent terms) under Applicable Law will supersede both the Agreement and ADP Privacy Glossary terms in the event of a conflict.

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law, including obtaining any needed consent from Client Employees, where applicable; and (c) Client has and will maintain authority to provide such data under Applicable Law.

2. ADP Obligations. Client is disclosing Client Personal Data to ADP, as a Data Processor (or equivalent term under Applicable Law), only for the limited and specified business purposes as set forth in the Agreement, associated statements of work and/or any subsequent amendments. ADP will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of ADP's direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from ADP's own interaction with a consumer, except as permitted under Applicable Law. ADP will provide the same level of privacy protection for Client Personal Data as required of Client under Applicable Law. ADP has the right to Process Client Personal Data in order to comply with ADP's legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.
ADP employees, contingent workers and Subprocessors are authorized to Process Client Personal Data to the extent necessary to provide the Services and as permitted under the Agreement and by Applicable Law.

3. Anonymization and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been "anonymized." For the purposes of this Data Privacy Appendix and Agreement, anonymized data (which includes de-identified data under applicable US Privacy Law(s)) means data that cannot be used to identify an individual, directly or indirectly, by any means reasonably likely to be used in accordance with Applicable Law. The process of "de-identification" under applicable US Privacy Law(s) has the same effect on Client Personal Data as anonymization. ADP will implement reasonable measures to ensure that anonymized or aggregated data has no reasonably foreseeable risk of being re-identified and associated with Client or any individual.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected (collectively "Subprocessors"). ADP will establish appropriate safeguards with Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.
An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at https://thebridge.adp.com/workforce-now/gdpr/m/media/634. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.
Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction to violate Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with Client's data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, (including transfer impact assessments) and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis or are necessary to demonstrate compliance with this DPA, ADP will:
(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third-party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; and
(b) where required under Applicable Law, if Client reasonably considers that the documents provided by ADP justify further analysis, make the facilities ADP uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

9. Personal Data Return and Deletion. Upon termination of the Agreement, ADP shall comply with its contractual obligations regarding the return of Client Personal Data (if Client Personal Data has not been previously returned to Client, or is not otherwise accessible to Client through the relevant product functionality or features for the Services, such as the ability to download the Client Personal Data) and shall delete Client Personal Data in accordance with ADP's then current applicable records retention schedule. ADP shall address Client's request to delete Client Personal Data before the records retention period has ended to the extent feasible and at a reasonable cost to Client. ADP may maintain Archive copies of Client Personal Data, to the extent required under Applicable Law, as authorized by Client in writing, or as needed for dispute resolution purposes.

PART II – GDPR/UK GDPR

10. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR") and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR and/or UK GDPR, the EU and UK Binding Corporate Rules ("BCR") for Client Data Processing Services (the "ADP Privacy Code(s)"), located at ADP Privacy (https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf and ukbcrpc_en.pdf (adp.com)), govern(s) as applicable. ADP has obtained EU and UK authorization of its ADP Privacy Code(s).

11. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code(s) serve(s) as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code(s) do(es) not apply.

12. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

13. ADP Privacy Code(s) EU and UK Authorization. ADP will make commercially reasonable efforts to maintain the EU and the UK authorization of its ADP Privacy Code(s) for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU or UK authorization of its ADP Privacy Code(s).

PART III - MISCELLANEOUS

14. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code(s) and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code(s); (c) this Data Privacy Appendix; and (d) the Agreement.

15. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

Frank Rollason
Village Manager
North Bay Village
1666 79th Street Cswy
Ste 300
North Bay
Village, FL 33141-4189
United States

Sales Order

May 15 2025 | Quote #02-2025-301837

Recurring Fees and Considerations

Number of Employees: 100 on City Of North Bay Village

Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	100		$100.00	$11.38	$1,238.00	$32,188.00
• Essential Plus Payroll						Included
• Enhanced HR						Included
• Essential Learning						Included
• Premium Learning Content						Included
• Performance and Goal Management						Included
• Essential Time						Included
Delivery Fee (if applicable)	1			$20.00	$20.00	$520.00
Employment and Income Verification	100				$0.00	$0.00

Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Essential Time Advanced Scheduling	100			$2.60	$260.00	$3,120.00
Total Optimization	1		$1,562.50		$1,562.50	$18,750.00

Additional Jurisdiction (if applicable)	2+			$11.00/month		
International Employees Rate (if applicable)				$3.10/month		

Annual Processing	Count	Min	Base	Rate		Annual
Year End Forms, W2s or 1099s	100			$6.95		$695.00

Total Annual Investment **$55,273.00**

Other Considerations

Hardware and Other Fees			Count	Rate	Total
• Learning Consulting for Implementation of Content Hub			1	$1,000.00	$1,000.00
• Professional Services: Pay Check History Conversion			1	$0.00	$0.00
• Professional Services: Historical Data Conversion			1	$0.00	$0.00
* Employee Pay Rate (or Salary) History					Included
* Employee Position (or Job Profile) History					Included

Implementation					Total
• Implementation for Workforce Now Payroll Solutions					$2,763.08
• Implementation for Essential Time Advanced Scheduling					$1,237.20

Total Setup **$17,300.00**
Discount Value **($12,299.72)**

Total Net Setup **$5,000.28**

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Unemployment Claims in excess of the 10% claims cap will be billed at $36.00 per claim. The fee for optional hearing representation is $155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

The billing count for Advanced Scheduling is based on total unique employees with an assigned schedule.

Promotion

Client will receive 6 months free spread over 2 years, applying to months 7-9 and 19-21 from each product/controls billing start date (also referred to as the Promotional Period). Items specifically excluded: implementation, tax and banking (including reverse wire), jurisdiction, year-end, maintenance and professional Services fees. Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings and employees paid during the promotional month(s). Services added after the date hereof are not eligible for the Promo.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to villagemanager@nbvillage.com

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Optimization Services: The fees set forth in the Sales order for the Total Optimization Services, a professional services offering, based on an estimated work effort of 75 hours of such Services annually. Consultant will discuss the ongoing work effort with Client throughout each 12-month period and advise if additional statement(s) of work will be required. Billing begins the month during which the services are initiated, and fees are billed in equal monthly installments. Fees stated on Client's Sales Order for these Services will not change, but any changes or additions to the Services are subject to price changes in the normal course of business at ADP's discretion.

Important Learning Strategy Consulting Information

CONTENT CONSULTING SERVICES 4 HRS

The Content Consulting Services for implementation provided pursuant to this SOW shall consist of the following (as determined by ADP and Client): 1) A 30 -- 45 minute high level discovery session 2) A 1.5 -- 2 hours of customized content curation 3) A 30 -- 45 minute content and implementation

Scheduling: Client will contact ADP to schedule Consulting Services sessions. ADP will attempt to schedule each session within 5 business days of Client's request.

Deliverables: ADP will provide Client a report that documents: 1) The agreed-upon content recommendations arrived at in connection with the Content Consulting Services 2)Alignment between the recommendations and Client's stated learning goals.

Terms and Conditions: 1) Client is solely responsible for determining whether the ADP Content and the recommendations provided hereunder meet its legal, regulatory and/or industry requirements. 2) Upon completion, ADP will request confirmation from Client that the services and deliverables have been satisfactorily delivered. Services and deliverables will

be deemed accepted by Client if no response has been received within four (4) business days of the date of confirmation request.

Summary

Estimated Annual Net Investment:	$55,273.00	Total Net Implementation:	$5,000.28
Estimated Annual Net Investment during promotional period:	**$46,945.00**		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.		Client: North Bay Village	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Insights for Employee Issue Resolution
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts
- Automated Employee Experience Workflows
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

Essential Learning

- 50 pre-packaged high quality compliance and development courses
- Supports all content formats (including SCORM, xAPI, MP3, MP4, PDF etc.)
- Employee self-enrollments, accessible on Desktop and ADP Mobile App
- Upload custom training content (employee-created or sourced from third-parties)
- Actionable course tracking dashboards and custom reporting capabilities
- Publish & track Instructor-led trainings (hosted virtually or in physical classrooms)

Premium Learning Content

- Access to over 70,000+ modern courses across a variety of themes and industries
- Seamless course selection and catalog curation via Essential Learning

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management
- Employee Goal Management
- Manager Dashboard
- Succession Planning

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Employment and Income Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

Total Optimization

- Annual WFN System Reviews
- Project and Change Management
- Best Practice Recommendations
- WFN Configuration
- Custom Employee and Manager Training

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)
- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration

ADP® Proposal

Exclusively Prepared for:
City of North Bay Village

NORTH BAY VILLAGE
HEART OF THE BAY

Kristen Minihan, Major Accounts District Manager

May 29, 2025

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Always Design for Peo

Current Challenges & Goals

- Issues with general ledger
- Issues with confident & correct payment
- Scheduling, PTO
- Lacking support & implementation nightmare
- Ease of benefit integration
- Re-negotiate police contracts

- Custom general ledger
- Pay table/pay scale creation & customization
- Scheduling, manual PTO and accrual ease
- Implementation with onsite training, continued optimization support with annual onsite visit, account manager
- Employee navigator, streamlined and part of workflow
- Ease of changing your pay codes, shift differential set ups etc.
- Providing a scalable platform – you will not outgrow us
- More than payroll, it's a partnership

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What's Included?

Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Insights for Employee Issue Resolution
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts
- Automated Employee Experience Workflows
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

Essential Learning

- 50 pre-packaged high quality compliance and development courses
- Supports all content formats (including SCORM, xAPI, MP3, MP4, PDF etc.)
- Employee self-enrollments, accessible on Desktop and ADP Mobile App
- Upload custom training content (employee-created or sourced from third-parties)
- Actionable course tracking dashboards and custom reporting capabilities
- Publish & track Instructor-led trainings (hosted virtually or in physical classrooms)

Premium Learning Content

- Access to over 70,000+ modern courses across a variety of themes and industries
- Seamless course selection and catalog curation via Essential Learning

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management
- Employee Goal Management
- Manager Dashboard
- Succession Planning

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Employment and Income Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

Total Optimization

- Annual WFN System Reviews
- Project and Change Management
- Best Practice Recommendations
- WFN Configuration
- Custom Employee and Manager Training

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)
- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

ADP Advantage

ADP Advantage powered by Professional Services

Customized System Configuration

Providing virtual support with a focus on streamlining processes as follows:

- Portal content
- Employee and manager self-service (security, membership rules and workflow)
- Custom activities (new hire, termination and onboarding)

Practitioner Training

Practitioner training and process consulting as follows:

- Focuses on payroll administration, processes and workflows
- Uses client's actual database
- Uncovers issues to help with portal and workflow buildout

Employee/Manager Self Service Training

Two one-hour training sessions as follows:

Session 1: Employee training

- Viewing & updating personal information
- Time off requests (Essential Time Only)
- Editing time sheets if applicable

Session 2: Manager training

- Viewing & updating team data
- TLM (Essential Time Only)
- PTO administration if applicable
- Message center

ADP Workforce Now Advantage Scorecard Development and Review

Ongoing follow-up to ensure utilization of technology to its fullest extent:

- Review executive priorities
- Generate utilization report focused on self-service
- Identify opportunities for increased utilization

*Available with the purchase of ADP DataCloud

Conversion of Historical Data

For up to 7 calendar years of check history data, from one database source, for less than 1,000 active employees in ADP Workforce Now and up to 5,000 employees from source conversion.

Dedicated Account Manager

An enhanced support model offering a direct contact and an acting back up with:

- Extensive experience and skills
- Augment knowledge to eliminate transfers
- Partnership with HRB/TLM/Tech Services to drive excellence
- New case management capabilities

Onsite training included

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Professional Services – Implementation Support

Important Learning Strategy Consulting Information

CONTENT CONSULTING SERVICES 4 HRS

The Content Consulting Services for implementation provided pursuant to this SOW shall consist of the following (as determined by ADP and Client): 1) A 30 -- 45 minute high level discovery session 2) A 1.5 -- 2 hours of customized content curation 3) A 30 -- 45 minute content and implementation

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Professional Services – **Post**-Implementation Support

Total Optimization

- Holistic, in-depth WFN Review
- Consultation across the clients entire WFN solution
- Configuration of ADP WFN technology
- Personalized training for employees, managers, and practitioners
- Process -focused support during key business events: Open Enrollment, Year-End-Planning

Payroll/GL/Time

- ❑ PR Analytics/Reporting
- ❑ Payroll Processing
- ❑ Essential/Enhanced Time
- ❑ Time Off
- ❑ General Ledger
- ❑ Smart Compliance

CORE WFN

- ❑ Security
- ❑ Portal
- ❑ Self-Service
- ❑ Onboarding
- ❑ New Hire and Termination Process
- ❑ Document Cloud
- ❑ Total Rewards

HR/Benefits/Talent

- ❑ HR Analytics/Reporting
- ❑ Recruitment
- ❑ Benefits / ACA
- ❑ Performance
- ❑ Compensation
- ❑ Statutory Compliance
- ❑ Essential Learning
- ❑ Voice of the Employee

**Total Optimization includes a Utilization Review, four employee/manager trainings, comprehensive Project Plan, and onsite visit at Client request.*

Pricing

INVESTMENT SUMMARY

Employees	Implementation	Total Annual	Total Savings
100	$5,000.28	$55,273.00	-$16,656.00

Saving during the promotional period.Annual savings is ($8,328.00)

5 Year Price Lock

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Pricing

Recurring Fees and Considerations

Number of Employees: 100 on City Of North Bay Village

Per Processing	Count	Min	Base	Rate	Bi-Weekly
Workforce Now Payroll Solutions	100		$100.00	$11.38	$1,238.00
• Essential Plus Payroll					
• Enhanced HR					
• Essential Learning					
• Premium Learning Content					
• Performance and Goal Management					
• Essential Time					
Delivery Fee (if applicable)	1			$20.00	$20.00
Employment and Income Verification	100				$0.00

Monthly Processing	Count	Min	Base	Rate	Monthly
Essential Time Advanced Scheduling	100			$2.60	$260.00
Total Optimization	1		$1,562.50		$1,562.50

Additional Jurisdiction (if applicable)	2+				$11.00/month
International Employees Rate (if applicable)					$3.10/month

Annual Processing	Count	Min	Base	Rate	
Year End Forms, W2s or 1099s	100			$6.95	

Copyright

Monthly Pricing

Per Processing Base Fee: $100

Per Processing W2 Per Employee Rate (100): $11.38 + $2.60 (advanced scheduling) = $13.98

Cost per processing: ($13.98 x 100) + $100 = **$1,498**

Monthly cost for professional optimization support: $1,562.50

Implementation: 1 time $5,000.28 fee with first payroll

Summary

Estimated Annual Net Investment:	$55,273.00
Estimated Annual Net Investment during promotional period:	$46,945.00

Client will receive 6 months free spread over 2 years, applying to months 7-9 and 19-21 from each product/controls billing start date (also referred to as the Promotional Period). Items specifically excluded: implementation, tax and banking (including reverse wire), jurisdiction, year-end, maintenance and professional Services fees

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Employee Navigator



Contents

- Integration Details
- Benefits Administration
- Single Sign-On with ADP
- ACA Reporting
- HR Management
- Onboarding
- Integrated COBRA Administration

Integration Details

Employee Navigator integrates with ADP Workforce Now® to exchange demographic, compensation, and deduction information between the two systems.

ADP Applications Integrated

✓ ADP Workforce Now® (current version)
ADP TotalSource®

Integration Type

✓ 1. Bi-directional data exchange
2. Buy Now
3. Single Sign-On (Employee)

Application Type

Data Connector

Data Sync Frequency

Real-Time & Scheduled* If a demographic change is made in ADP, Employee Navigator will be updated momentarily. Termination and rehires with future effective dates will update the following day. Deductions are sent from Employee Navigator to ADP Workforce Now in real-time.

Cost per medically eligible EE:
$1.25 per month

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We are READY to partner with you…
ARE YOU READY TO PARTNER WITH US?

ALL SYSTEMS ARE A GO!

- **Proposal Meeting**
- **Decision & Agreement Signature – June 17th**
- **Implementation Begins- Mid-End of July**
- **First Payroll– October 2025**

I look forward to working with you!



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Thank you!

NORTH BAY VILLAGE
HEART OF THE BAY

I look forward to supporting the City of North Bay Village!

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ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (LEILANI CALZADILLA, BUILDING AND CUSTOMER SERVICE MANAGER)**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Resolution amending the Master Fee Schedule.

BACKGROUND AND ANALYSIS

The proposed resolution seeks to amend the North Bay Village Master Fee Schedule. The changes include updated fees for the Building Department and Transfer of Density Rights Value.

The list of proposed changes includes the following:

- Reduction of base permit fees for sub-permits to new construction projects only (from 3% down to 1%). The sub-permits include, but are not limited to, Electrical, Mechanical, Plumbing, Roofing, Windows/Doors, etc.
- Permit extension fees from percentage to flat fee(s)
- Fire type permits from a percentage to a flat fee
- Changing the name of Paint permits to Exterior Paint Compliance Review, and changing the fee from a percentage to a flat fee
- Removal of Permit Card Replacement, as we are digital only
- Demolition permit fee from percentage to flat fee
- Adding in Construction in Right of Way fee (5%)

- Adding in Construction Fence
- Adding in the Private Provider discount to the list.

* Updating the cost of Transfer of Density Rights (TDR) to $125,000 and $150,000 for non-waterfront and waterfront properties, respectively.

It is recommended that the Village Commission approve the proposed update to the Master Fee Schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Updated Fee Schedule.DOCX
Exhibit A - Fee Schedule

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time; and

WHEREAS, the Village Commission desires to approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein, in order to update various fees as further described in the agenda memorandum accompanying this item; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Commissioner Doris Acosta _____

Commissioner Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE

Fee Schedule

NORTH BAY VILLAGE
EST. 1945

June 17, 2025
~~*February 18, 2025*~~

Contents

Copies and Services 2
Development Approval Fee and Cost Recovery Deposit Schedule 4
Community Contribution Fees Associated with Development Approvals 6
Building and Permits Fees 8
Business Tax Receipts 19
Police Services 30
Public Work Department Fees 30
Lobbyist Registration 31

Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
Tape recordings – per cassette	$8.00
DVD/disk recordings, per DVD/disk	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$8.00
Marriage Ceremony	$20.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:	Standard Lien Search	$100.00 $100.00
	Special Event Permits	$250.00
	Additional Event fees (all events) ***MOVED UP FROM BUILDING DEPARTMENT FEES***	Extra-Duty Police Officer: $75.00 per hour per officer for a minimum of 4 Hours, plus $35.00 Administrative fee. Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
	Security Deposit for Special Events on Public Property and/or Public Right-of-Way	$500.00 minimum, at the discretion of the Village Manager
	Sewer Capacity Certification Letter	$75.00
	Zoning Certification Letter	$75.00
	In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.	
	Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.	
	Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.	
	No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.	

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000
* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.		
Including Special Area Plan text amendments and amendments to the Zoning Map.		
*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC		
**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.		
Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.		

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. 15.2, H.) *

1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.
2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).
3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:

	% of Fee Assessed	
	Tier 1 (71-120 u/ac)	Tier 2 (210-150 u/ac)
With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	0%	25%
With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	25%	50%
With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.	50%	75%
With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.	100%	100%

4. Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.
5. The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.

Fees/Computations continued:

Community Contribution Fees for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *
Community contribution fees for bonus height shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission.
(a) Residential and Hotel/Motel Uses
For every 10 feet of bonus building height approved by the Village Commission: • $750.00 per residential dwelling unit in the building • $250.00 per hotel/motel sleeping unit in the building
(b) Office, Retail or Restaurant Uses
$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).

Community Contribution Fees for Transfer of Density Rights (TDR) Program (Sec. 8.13) *
~~$90,000.00~~ 125,000 per nonwaterfront transferred density unit, and ~~$100,000.00~~ 150,000 per waterfront transferred density unit approved by the Village Commission. **

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

Name:	**Building and Permits Fees**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit. Applicants are entitled to receive a 50% ~~rebate~~ discount of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, and solar installations. * Applicants are entitled to receive a 40% ~~rebate~~ discount of base permit fees for these permit types: living seawalls. * *The ~~rebate~~ discount will expire on December 31, 2025, prior to which the Village Commission will consider a renewal of this policy for the following year or for a period determined by that body. Applicants using a Private Provider are entitled to a discount of the base permit fee not to exceed 10%, (5% for plan review and 5% for inspections). All municipal permit fees are waived for Village projects.

Type	Fee
Upfront Application fee for Building Permit	$125.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether a permit is issued by the Building Department.
If the applicant has not obtained ~~picked up~~ the resulting building permit within 180 days of receipt of notice from the Village that the application is approved ~~and ready for pick up~~, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official. Copy of executed contract required for all permits. Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $125.00.

Type	Fee
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Commercial Construction including but not limited to industrial, parking garage, and warehouses:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Other Than as Specified Herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks, and similar construction):	**2% of the value of a job** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Only: Sub-permits associated with a master permit including but not limited to Electrical, Mechanical, Plumbing, Windows, Doors, Roof, etc.	**1% of the value of a job (based off executed contract)**
New Metal-Wood and/or Prefab Storage Sheds and Utility Buildings:	**Flat fee $125.00** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Name:	**Building and Permit Fees (cont'd)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation. Alterations, remodeling, and repairs to building and other structures:

Type	Fee
Single-family homes, duplexes, and areas within a residential condominium unit (including repairs due to fire damage)	Estimated value times 1.5 percent.
Multifamily Residential (including repairs due to fire damage)	Estimated value times 1.5 percent.
Commercial occupancy (including repairs due to fire damage)	Estimated value times 3 percent.
Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration, and repair of such windows and doors in existing buildings of any height, as follows: New installation or replacement	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Exterior Paint Color Compliance Review (Zoning Required) ~~Painting of single-family dwellings, duplexes~~	$125.00 Flat Fee ~~Estimated value times 2.5 percent.~~
~~Painting of multi-family and commercial buildings~~	~~Estimated value times 5.0 percent.~~
Curtain walls including windows and doors therein	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Roofs (including re-roofing)	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Storm shutters	Estimated value times 5.0 percent
Awnings, canopies, residential patios or carports (with Fire Bureau approval)	Estimated value time 3.0 percent

Fees/Computations: Continued	Type	Fee
	Building moving or other structures	Each 100 square feet or fractional part thereof $20.00. Minimum $250.00
	Construction trailer and sales model	$250.00 per trailer
	Fences and/or walls on private property	Estimated value times 5.0 percent.
	Construction Fence	Estimated value times 3.0 percent
	Fence located on public property	$100.00 for first 50 feet Plus $20.00 for each additional 50 feet or a fraction thereof
	Vacant lot fence annual inspection	$250.00 per calendar year
	Demolitions	~~Estimated value times 5.0 percent.~~ Single Family - $125.00 Flat Fee Multi-Family/Commercial - $250 Flat Fee
	Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$100.00 flat fee
	Sandblasting	$125.00
	All paving in connection with residential or commercial work, including concrete drives.	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
	Asphalt resurfacing (including restriping):	Estimated value times 3 percent.
	Concrete slabs	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
	~~Job site lost permit card replacement~~	~~$50.00~~

Fees/Computations: Continued	Type	Fee
	Certificate of occupancy, temporary or final, fee per unit	$180.00
	Certificate of completion	$180.00
	Change of Contractor	$125.00
	Elevators, escalators and other transporting devices	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
	Decibel meter reading to determine the sound level of mechanical equipment.	$125.00 Prepaid fee, per site visit or event
	Air conditioning and refrigeration, including the relocation of equipment	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
	Land clearing	$125.00 each 5,000 square feet of area or fraction thereof
	Soil solidification in any form	$125.00 Flat Fee
	Solar energy systems	See electrical and plumbing fee schedules
	Swimming pools (including in-ground, above-ground, and spa)	Estimated value times 3.0 percent
	Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	Estimated value times 3%
	Plumbing permits (including water, sewer, and gas)	Estimated value × 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
	Solar heating systems and designs	Fee computed as per building fee schedule, subsection (4). Note: Due to many variable designs and applications a separate electrical permit will be required.
	Fire Alarm and/or Suppression	$125.00 Flat fee

Fees/Computations: Continued	Type	Fee
	Electrical permits	Estimated value × 5.0 percent. Permit fee if the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
	Inspection Fees	(a) First inspection and first re-inspection included as part of the permit fee, no additional charge. Second re-inspection and each subsequent re-inspection, $75.00. (b) Repairs or corrections not made when inspection is called $75.00. (c) Work not ready for inspection when called, $75.00. (d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same. (e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than $500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.
	Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or

Fees/Computations: Continued	Type	Fee
	Filming	1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming. 3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming.

Fees/Computations: Continued	Type	Fee
	Filming	4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media.

Fees/Computations: Continued	Type	Fee
	Filming	3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.
	REMOVE FROM BUILDING ~~Special Event permit – Non-profit/Government~~	~~Below 50 people: $0.00~~ ~~Between 50-300 people: $100.00~~ ~~Over 300 people: $125.00~~
	REMOVE FROM BUILDING ~~Special Event permit – For Profit~~	~~Below 50 people: $100.00~~ ~~Between 50-300 people: $200.00~~ ~~More than 300 people: $300.00~~
	REMOVE FROM BUILDING ~~Additional Event fees (all events)~~	~~Off-Duty Police Officer: $50.00 per hour per officer for a minimum of 4 Hours, plus $25.00 Administrative fee~~ ~~Road Closures/Right of Way Closures: Fee subject to location and area size.~~ ~~Late Application Fee: $100.00~~

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit.
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time.
Construction in Right-of-Way permit	Estimated value times 5.0 percent
Use of Right-of-Way permit	$150.00 for every five-day period

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

Fees/Computations: Continued

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	$250.00 ~~50 percent of the original base permit fee plus a $125.00 Administrative Processing Fee.~~
After six months of the expiration date	$500.00 ~~100 percent of the original base permit fees plus a $125.00 Administrative Processing Fee.~~
Extension of a permit before the expiration date	$125.00
Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Public Works Plan Review	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued	Type	Fee
	BAKERY (manufacturing) employing five persons or less	$ 100.00
	BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
	And for a standalone establishment	$ 125.00
	BARBER SHOPS AND BEAUTY SHOPS	
	Each shop (minimum)	$ 125.00
	Per chair	$ 25.00
	BICYCLES, rent and repair	$ 100.00
	BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
	For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
	BOATS AND SHIPS	
	a- storage basins and sheds	$ 375.00
	b- sightseeing or excursion	$ 375.00
	c- boat sales	$ 375.00
	BONDSMAN—professional, each one should pay	$ 125.00
	BOOT AND SHOE REPAIR SHOP	$ 75.00
	BROADCASTING	
	a- Cable Television	$ 1,050.00
	b- Radio	$ 1,000.00
	c- Television	$ 1,500.00
	BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
	BURGLAR ALARM/MONITORING COMPANY	$ 125.00
	BUTCHER/BUTCHER SHOP	$ 125.00
	CANDY AND CONFECTIONERY MAKERS employing five persons or less	$ 125.00

Fees/Computations: continued	Type	Fee
	CARPET CLEANING	$ 150.00
	RENTAL (per machine)	$ 10.00
	CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
	CAR WASH	$ 200.00
	CATERER	$ 125.00
	CHECK CASHING	$ 200.00
	CHEMISTS	$ 125.50
	CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
	CHIROPRACTORS	$ 125.00
	COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
	Each $0.01 machine 6.50	
	Each $0.02 through $0.15 machine 6.25	
	Each machine $0.16 and over 6.25	
	"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
	COMMERCIAL SANITATION SERVICES	$ 400.00
	COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
	COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
	CONSULTANT	$ 125.00
	CONTRACTORS	$ 250.00
	COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued	Type	Fee
	FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
	FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
	FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
	GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
	GARDENER (see Landscape Maintenance)	
	GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
	a- Under 5,000 square feet	$ 468.75
	b- Over 5,000 square feet	$ 781.25
	HAIRDRESSING (see Beauty Shops)	
	HALL FOR HIRE	$ 125.00
	HELIPORTS	$ 250.00
	HOMEOPATHIC PHYSICIANS	$ 125.00
	HOTELS	$ 500.00
	ICE CREAM, makers or manufacturers of	
	a- Employing five persons or less	$ 125.00
	b- Employing more than five persons	$ 150.00
	CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
	A *business tax* in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ 50.00
	INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued

Type	Fee
MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$ 400.00

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exempt

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
Fingerprinting Services (Ink Cards)	$25 per set
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

Name:	**Lobbyist Registration**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	FEE
Lobbyist Annual Registration Fees and Lobbyist Principal Fees	$300 annual fee; $100 per principal

Name:	**Short Term Vacation Rental Licenses**
Receiving Fund(s):	General Funds
Purpose:	Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short-term vacation rental regulations for Short Term Vacation Rental properties.
Fees/Computations:	

TYPE	FEE
Initial License Application Fee	$800.00
License Renewal or Modification Fee	$500.00
Change of Agent	$250.00
Vested Rights Determination Application	$1,500.00
Appeal of Vested Rights Determination	$1,000.00

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LIMITED REVOCABLE LICENSE AGREEMENT WITH SUNBEAM 1400 LLC FOR THE VILLAGE'S USE OF THE PROPERTY LOCATED AT 1400 79TH STREET CAUSEWAY FOR THE TEMPORARY STORAGE AND STAGING OF VILLAGE FACILITIES AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute a License Agreement with Sunbeam 1400, LLC for the Village's use of the property located at 1400 79 Street.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks Village Commission approval to negotiate and enter into a License Agreement with Sunbeam 1400, LLC, allowing the Village to temporarily use a portion of the Grove by the Bay property (1400 79th Street) for Public Works and Police Department storage and staging.

In February 2024, the Village Commission approved four agreements with the Asociación de Fútbol Argentino (AFA) related to the redevelopment of the Village's Galleon Street property and improvements at Treasure Island Elementary School (TIES). These included construction and maintenance responsibilities. Subsequently, the agreements were amended and transferred to Project Football LLC (PFL).

As part of this redevelopment, the Public Works Department vacated its former site to make way for the new Community Center. To accommodate this transition, the Village arranged with Sunbeam 1400, LLC in late 2024 to temporarily relocate Public Works operations to the property located at 1400 79th Street (known as the Grove by the Bay). The site is also being utilized to store approximately 12+ Police vehicles.

It is recommended that the Village Commission authorize the Manager to negotiate and execute a license agreement with Sunbeam 1400, LLC for the temporary staging and storage of Public Works and Police Department facilities and equipment.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

There is no License Fee associated with the Agreement. However, the Village is responsible for increase cost for the property owner for Electricity.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution-Sunbeam License Agreement (Grove by the Bay).DOCX
Exhibit A - License Agreement (Grove by the Bay) .DOCX

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LIMITED REVOCABLE LICENSE AGREEMENT WITH SUNBEAM 1400 LLC FOR THE VILLAGE'S USE OF THE PROPERTY LOCATED AT 1400 79TH STREET CAUSEWAY FOR THE TEMPORARY STORAGE AND STAGING OF VILLAGE FACILITIES AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has temporarily relocated certain facilities and equipment of its Police and Public Works Department to a portion of the property located at 1400 79th Street Causeway (the "Property"); and

WHEREAS, Sunbeam 1400 LLC (the "Owner") has agreed to allow the Village to use a portion of the Property, subject to the terms and conditions of a revocable license agreement; and

WHEREAS, the Village and the Owner have negotiated a Limited Revocable License Agreement attached hereto as Exhibit "A" (the "Agreement") for the Village's use of the Property for the temporary storage and staging of Village facilities and equipment at the Property (the "Licensed Purpose"); and

WHEREAS, the Village Commission desires to authorize the Village Manger to negotiate and execute the Agreement with the Owner in substantially the form attached hereto as Exhibit "A" for the Village's use of the Property for the Licensed Purpose, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement with the Owner in substantially the form attached hereto as Exhibit "A" for the Village's use of the Property for the

Licensed Purpose, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the Agreement, purpose, and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

LIMITED REVOCABLE LICENSE AGREEMENT
BETWEEN
NORTH BAY VILLAGE, FLORIDA
AND
SUNBEAM 1400 LLC

THIS LIMITED REVOCABLE LICENSE AGREEMENT ("Agreement") is entered into this day of June 2025 ("Effective Date") by and between North Bay Village, a Florida municipal corporation ("Village" or "Licensee"), and Sunbeam 1400 LLC, a Florida limited liability company ("Licensor"). The Village and Licensor may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

RECITALS:

A. The Licensed Area means the property located at 1400 79th Street Causeway, North Bay Village, FL 33141, as further described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Licensed Area").

B. The Licensor is the owner of the Licensed Area.

C. The Licensor wishes to grant the Village a limited, revocable license to use the Licensed Area exclusively for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is agreed by and between the Parties as follows:

1. **Grant of License and Use.**

   1.1. License. The Licensor grants to the Village a limited, revocable license for the Village to use and occupy the Licensed Area solely for the Licensed Purpose (as defined below). This license is personal to Licensee and may not be assigned or transferred to any party without the Licensor's express, written consent. The parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement, and the parties only intend to create a license that is revocable at will by either Licensor or Licensee as provided herein.

   1.2. Revocable at Will. Licensee acknowledges and understands that the permission to use the Licensed Area is limited to the conditions herein and the License Purpose and is revocable at any time at the Licensor's convenience, for any reason or no reason. The Agreement shall terminate pursuant to written notice given hereunder by either party.

   1.3. Use. Licensor authorizes Licensee to use the Licensed Area, as described in Exhibit "A," solely for the Licensed Purpose and during the Licensed Hours, each as set forth in Exhibit "B."

2. **Non-Exclusivity.** Licensor designates Licensee as a non-exclusive user of the Licensed Area during the Term of this Agreement. Licensor specifically reserves the right to contract with any other entity providing similar services.

3. **Term.** The term of this Agreement shall commence upon the execution hereof and shall remain in effect through one (1) year after the Effective Date, except as may be sooner terminated in accordance with the terms of this Agreement (the "Term"). The Term may be extended upon mutual written agreement of the Parties. The Village Manager may extend the Term without further approval of the Village Commission.

4. Termination.

4.1. This Agreement may be terminated by Licensor with or without cause by providing at least one hundred twenty (120) days' written notice to Licensee of such termination.

4.2. Licensee acknowledges and agrees that Licensor shall have no liability to Licensee for incidental or consequential damages, loss of business, or otherwise, for terminating this Agreement in accordance with the terms set forth above.

4.3. Upon termination of this Agreement by either Party, Licensee shall, at its sole cost and expense, immediately restore the Licensed Area to the same or better condition that it was delivered to the Licensee.

5. License Fee. The Parties agree that there is no license fee associated with this Agreement.

6. Condition of Licensed Area.

6.1. Licensor makes the Licensed Area available to Licensee in an "as is" condition. Licensor makes no representations or warranties concerning the condition of the Licensed Area or the Licensed Area or its suitability for use by Licensee or its customers or invitees, and assumes no duty to warn either Licensee or its customers or invitees concerning conditions that exist now or may arise in the future.

6.2. In making the Licensed Area available for use by Licensee, Licensor assumes no liability for loss or damage to Licensee's property. Licensee agrees that Licensor is not responsible for providing security at the Licensed Area, and Licensee hereby waives any claim against Licensor in the event Licensee's property is lost or damaged.

7. Operations & Maintenance.

7.1. Licensee shall be solely responsible for: (i) maintaining the Licensed Area to the Licensor's standards applicable for use by Licensee as permitted under this Agreement; and (ii) obtaining any applicable permits required by local, the County, the State, and/or any Federal agencies. i

7.2. Licensee shall exercise due care in its use of the Licensed Area and shall be responsible for maintaining the Licensed Area in good condition and repair. Licensee shall not act, or fail to act, in any way that results in excessive wear or damage to the Licensed Area. Licensee expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed to as good or better condition as a result of Licensee's use of the Licensed Area. Should Licensee fail to repair, replace, or otherwise restore such real or personal property, Licensee expressly agrees to pay and be responsible for Licensor's costs in making such repairs, replacements, or restorations.

7.3. Licensee shall be responsible for all operations and maintenance of the Licensed Area during the Licensed Hours.

7.4. Licensor shall continue to maintain its account with the applicable utility provider(s) for electricity to the Licensed Area. The Licensee shall be responsible for paying Licensor for any increase in monthly electricity charges that exceed the average monthly cost of electricity for the twelve (12) months preceding the Effective Date of this Agreement. Such reimbursement shall be limited to the difference between the current month's electric bill and the twelve-month average, and shall be paid by the Village within thirty (30) days of receipt of a written invoice from the Licensor, which shall include a copy of the applicable utility bill and documentation of the twelve-month average calculation.

8. Liability and Indemnification.

8.1. Licensee hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Licensed Area.

8.2. Licensee shall indemnify, hold harmless, and defend Licensor, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from (a) Licensee's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts, whether oral or written, between Licensee and third parties made pursuant to this Agreement; and (b) Licensee's use and operation of the Licensed Area. Licensee shall reimburse Licensor for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Licensee's performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

8.3. The provisions of this section shall survive termination of this Agreement.

9. **Insurance.** Licensee shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming Licensor as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to Licensor, its officials, employees, agents and volunteers naming Licensor as additional insured. Any insurance maintained by Licensor shall be in excess of Licensee's insurance and shall not contribute to Licensee's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.

9.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Licensee. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of Licensee shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.4. Certificate of Insurance. Certificates of Insurance shall be provided to Licensor, reflecting Licensor as an Additional Insured (except with respect to Worker's Compensation Insurance), prior to the execution of this Agreement by Licensee and prior to commencing use of the Licensed Area. Each certificate shall include no less than (30) thirty-day advance written notice to Licensor prior to cancellation, termination, or material alteration of said policies or insurance. Licensee shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by Licensor. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also

shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. Licensor reserves the right to inspect and return a certified copy of such policies, upon written request by Licensor. If a policy is due to expire prior to the termination of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to Licensor before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of Licensor.

9.5. Additional Insured. Except with respect to Worker's Compensation Insurance**,** Licensor is to be specifically included as an Additional Insured for the liability of Licensor resulting from Services performed by or on behalf of Licensee in performance of this Agreement. Licensee's insurance, including that applicable to Licensor as an Additional Insured, shall apply on a primary basis and any other insurance maintained by Licensor shall be in excess of and shall not contribute to Licensee's insurance. Licensee's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.6. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by Licensor. Licensee shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.7. The provisions of this section shall survive termination of this Agreement.

10. Risk of Loss. In no event shall Licensor be liable or responsible for injury, loss, or damage to the Licensed Area, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by the Licensee, its officers, agents, employees, invitees, or patrons**,** resulting from, or in connection with the use of the Licensed Area and/or performance or non-performance of the provisions of this Agreement, which may arise as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss, or damage to the Licensed Area from any peril whatsoever, and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the premises, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, Licensor will not be held liable for any act of negligence by any user of the Licensed Area, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

11. Public Records. Licensor understands that the public shall have access, at all reasonable times, to all documents and information pertinent to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Village and the public to all documents subject to disclosure under applicable law. For purposes of this section, the term: (a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2); and (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law. In addition to other contract requirements provided by law, Licensor shall comply with public records laws, specifically to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records

and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of Licensor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. Licensor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Licensee.

NOTICE PURSUANT TO §119.0701(2)(a), FLORIDA STATUTES

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

12. [INTENTIONALLY OMITTED]

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. [INTENTIONALLY OMITTED]

15. **Independent Contractor; No Joint Venture.** In all matters related to this Agreement, the Licensor is to be considered an independent contractor and not a Village employee. None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create any relationship between Licensor and Licensee other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the employer, partner, agent, shareholder, officer or representative of the other. This Agreement does not create a joint venture, partnership, or other business or private/public enterprise between the Parties. Licensor shall be responsible for any and all of its expenses in performing its duties under this Agreement. Licensee shall not be responsible for any expense incurred by Licensor. Licensee shall furnish its own transportation, office, and other supplies as necessary in carrying out its duties under this Agreement.

16. **Applicable Law; Venue; Waiver of Jury Trial.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in state or federal courts of Miami-Dade County, Florida. **IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.**

17. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at trial and any and all appellate levels, including post-judgment proceedings.

18. **Assignment.** Licensee shall not assign, sublet, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Licensed Area to be occupied by other organizations, entities or persons, without the advance written approval of Licensor. It is specifically understood and agreed that Licensor's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by Licensor shall be presumed to be reasonable. Licensee shall provide a minimum of thirty (30) days' notice prior to the proposed effective date of a proposed assignment. In the event any assignment is approved by Licensor, the assignee shall agree to be bound by all of the terms and conditions of this Agreement.

19. **Licenses.** Licensee shall, without expense to Licensor, be responsible for obtaining any necessary licenses, permits, and approvals in connection with this Agreement.

20. **[Intentionally Omitted]**

21. **Compliance with Laws.** Licensee shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to Licensor, Licensee, the Licensed Area or the operations conducted at the Licensed Area. A violation of any such laws, ordinances, resolutions, rules, regulations or orders, as amended, shall constitute a material breach of this Agreement, and in such event, Licensor shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity.

22. **Miscellaneous.**

22.1. **Binding Agreement.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

22.2. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the Parties.

22.3. **Non-Discrimination.** Both parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use of the Licensed Area. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of the other party, effective the date of the court order.

22.4. **Authority.** Each party represents and warrants that the representative signing this Agreement on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by appropriate and applicable action.

22.5. No Authority to Bind. Neither Licensor nor Licensee shall have authority to contract for or legally bind the other Party with respect to any matter, including but not limited to the subject matter of this Agreement.

22.6. Regulatory Powers. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Licensed Area or any operations at the Licensed Area. Nothing herein shall be deemed to create an affirmative duty of Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

22.7. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protection existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

22.8. Deadlines. Whenever a deadline designated in this Agreement falls on a Saturday, Sunday, or Legal Holiday as defined in Section 683.01, Florida Statutes, as it may be amended from time to time, the deadline shall be extended to the next business day.

22.9. Calendar Days. Unless otherwise stated, all references to "days" shall mean calendar days, not business days.

22.10. Time. Time is of the essence as to each term of this Agreement.

22.11. Force Majeure. Neither party will be liable to the other or be deemed in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities' approval delays which are not caused by any act or omission of Licensee.

22.12. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.

22.13. Headings. The headings for each section in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.

22.14. Integration; Entire Agreement; Amendments. This writing contains the entire Agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

22.15. Waiver. There shall be no waiver by either Party of any right related to this Agreement unless in writing and signed by the Village. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of

such right. The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct

22.16. Intent to be Legally Bound. By signing this Agreement, the Parties confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.

22.17. No Third Party Beneficiaries. Neither Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

22.18. Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement shall survive termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

22.19. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK.]
[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

LICENSOR, SUNBEAM 1400 LLC

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

LICENSEE, NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

EXHIBIT A
Licensed Area

The licensed area shall be at: 1400 79th Street Causeway, North Bay Village, FL 33141, which is identified for real property tax purposes by folio number 23-3209-000-0161, as more particularly reflected in the following map/image:



EXHIBIT B
LICENSED PURPOSE

Pursuant to Section 1.3 of the License Agreement, the Licensed Area shall be used solely for the following purpose and under the following conditions:

The Licensed Area shall be used exclusively by the Village for the temporary storage and staging of materials, equipment, and operational facilities related to the Village's municipal functions (the "Licensed Purpose"). No unrelated uses shall be permitted. The Licensed Area may be used on a 24-hours-a-day, 7-days-a-week basis, without limitation, as necessary for the Village's operations, including but not limited to regular activities, staging, storage, and emergency response.

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RELEASE OF A UNITY OF TITLE FOR THE PROPERTY LOCATED AT 7921 EAST DRIVE, UNITS 14 AND 15, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE ATTORNEY HAYDEE SERA**

RECOMMENDATION

It is recommended that the Village Commission approve a Termination/Release of Unity of Title for the property located at 7921 East Drive, Units 14 and 15.

BACKGROUND AND ANALYSIS

Michael Pappalardo (the "Property Owner") executed a Unity of Title recorded on November 12, 2021, in Official Records Book 32846, Pages 4015-4018, of the Public Records of Miami-Dade County, Florida (the "Unity of Title") for the purpose of combining Units 14 and 15 at 7921 East Drive (the "Property") in North Bay Village, Florida (the "Village").

The Property Owner has requested that the Village release the Unity of Title to allow the units to be treated as independent condominium parcels consistent with the condominium declaration. The Unity of Title recites that it may be released by a written instrument executed by the then, owner(s) of the Property, including joinders by all mortgagees, if any, provided that the same is also approved by the Village. Unit 14 and Unit 15 are individually in compliance with the Unified Land Development Code of the Village (the "ULDC") existing at the time of this Release. Village staff has reviewed the request and determined that the release of the Unity of Title would not conflict with the ULDC and Village Code requirements.

It is recommended that the Village Commission approve the release of the Unity of Title (the

“Release”) and authorize the Village Manager to execute the Release.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution-Unity of Title Release.DOCX
Exhibit A - Release of Unity of Title-The Lido Units 14 and 15.DOC
#14 Warranty Deed .pdf
#15 Warranty Deed .pdf
Unity of Title- recorded.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RELEASE OF A UNITY OF TITLE FOR THE PROPERTY LOCATED AT 7921 EAST DRIVE, UNITS 14 AND 15, NORTH BAY VILLAGE, FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael Pappalardo (the "Property Owner"), executed a Unity of Title recorded on November 12, 2021, in Official Records Book 32846, Pages 4015-4018, of the Public Records of Miami-Dade County, Florida (the "Unity of Title") for the purpose of combining Units 14 and 15 at 7921 East Drive (the "Property") in North Bay Village, Florida (the "Village"); and

WHEREAS, the Property Owner has requested that the Village release the Unity of Title to allow the units to be treated as independent condominium parcels consistent with the condominium declaration; and

WHEREAS, the Unity of Title recites that it may be released by a written instrument executed by the then, owner(s) of the Property, including joinders by all mortgagees, if any, provided that the same is also approved by the Village; and

WHEREAS, Unit 14 and Unit 15 are individually in compliance with the Unified Land Development Code of the Village (the "ULDC") existing at the time of this Release; and

WHEREAS, Village staff has reviewed the request and determined that the release of the Unity of Title would not conflict with the ULDC and Village Code requirements; and

WHEREAS, the Village Commission desires to approve the release of the Unity of Title (the "Release") and authorize the Village Manager to execute the Release in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Release for the Property in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Release in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

RELEASE OF UNITY OF TITLE

Parcel I:

Unit No. 14, of The Lido, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Folio No.: 23-3209-029-0080

The address of which is 7921 East Drive, Unit 14, North Bay Village, FL 33141

Parcel II:

Unit No. 15, of The Lido, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Folio No.: 23-3209-029-0100

The address of which is 7921 East Drive, Unit 15, North Bay Village, FL 33141

This instrument was prepared by:
Ana Cosculluela, Esq.
The Jacobs Law Group
20700 West Dixie Highway
Aventura, FL 33180
305.405.4444

RELEASE OF UNITY OF TITLE

This Release of Unity of Title is made and entered into as of this ___ day of June, 2025 by Michael Pappalardo (the "Owner").

WHEREAS, on July 27, 2021, Owner executed a Unity of Title, which was recorded on November 12, 2021 in Official Records Book 32846 Page 4015 of the Public Records of Miami-Dade County, Florida (the "Unity of Title"), with respect to the real property legally described as follows (collectively, the "Property"):

> Unit No. 14 of THE LIDO, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.
>
> Address: 7921 East Drive, Unit 14, North Bay Village, FL 33141
> Folio Number: 23-3209-029-0080 ("Unit 14")
>
> and
>
> Unit No. 15 of THE LIDO, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.
>
> Address: 7921 East Drive, Unit 15, North Bay Village, FL 33141
> Folio Number: 23-3209-029-0100 ("Unit 15"); and

WHEREAS, the Owner, pursuant to the Unity of Title, declared and agreed that the Property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be encumbered, mortgaged, sold, transferred, divided, conveyed, devised or assigned separately, except in its entirety as one plot or parcel of land; and

WHEREAS, the Unity of Title provides that it may be released by a written instrument executed by the then owner of the Property, including joinders by all mortgagees, if any, provided that the same is also approved by North Bay Village's Attorney as to legal form and sufficiency; and

WHEREAS, Owner, as the current fee simple owner of both Unit 14 and Unit 15, desires to cancel, release, and revoke the Unity of Title; and

WHEREAS, the Village's Zoning Official and Building Official have determined that the Unity of Title is no longer necessary and North Bay Village agrees to cancel and release the Unity of Title.

NOW, THEREFORE, in consideration of the foregoing and along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby acknowledges and agrees that as of the date hereof:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Release. The Unity of Title is hereby cancelled, revoked, released, declared to be of no further legal force or effect, and null and void.

3. Counterparts/Electronic Signature. This Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this instrument (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed instrument upon request.

4. Recording. This Release will be recorded by the Owner, at the Owner's expense, in the public records of Miami-Dade County, Florida upon full execution. The Owner shall provide a copy of the recorded Release to the Village Clerk promptly after recording.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF the undersigned have caused their hand and seal to be affixed hereto on this _____ day of June, 2025.

_____
Michael Pappalardo

Witness #1: _____
Print Name:
Witness #1 Address: _____
_____

Witness #2:_____
Print Name:
Witness #2 Address: _____
_____

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of June, 2025, by Michael Pappalardo, who is personally known to me or has produced a _____ as identification.

_____
Notary Public
Name: _____
My Commission expires: _____

NORTH BAY VILLAGE, Florida:

Approved:

By: _____
Frank Rollason
Village Manager

By: _____
Alba Chang
Village Clerk

Approved as to Legal Form:

_____
Haydee Sera, Esq.
Weiss Serota Helfman Cole + Bierman, PL
Village Attorney

CFN: 20210355469 BOOK 32517 PAGE 4436
DATE:05/20/2021 10:09:40 AM
DEED DOC 888.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by:
Bridgette Alvarez
Attorney at Law
Miami Legal, P.A.
300 South Aragon Avenue Suite 310
Coral Gables, FL 33134
305-668-6449

Return to:
Frank, Weinberg & Black, P.L.
1875 NW Corporate Blvd. Suite 100
Boca Raton, FL 33431

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12 day of **May, 2021** between **Germas LLC, a Florida limited liability company,** whose post office address is **2980 NE 207th Street, Suite 405, Aventura, FL 33180** grantor, and **Michael Pappalardo, a single man,** whose post office address is **7921 East Drive, Unit 15, Miami, FL 33141,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

Unit No. 14 of THE LIDO, a Condominium, according to the Declaration of Condominium recorded in O.R. Book 10719, Page(s) 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

DoubleTime®

Prepared by:
Bridgette Alvarez
Attorney at Law
Miami Legal, P.A.
300 South Aragon Avenue Suite 310
Coral Gables, FL 33134
305-668-6449

RECORDED ELECTRONICALLY
Inst. # 202103555469
OR Book 32517 Page 4436
County MIAMI DADE
Date 5-20-2021 Time 10:09:40 AM
By SHELIA LONGDON
FRANK WEINBERG BLACK P.L.

Return to:
Frank, Weinberg & Black, P.L.
1875 NW Corporate Blvd. Suite 100
Boca Raton, FL 33431

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12 day of **May, 2021** between **Germas LLC, a Florida limited liability company,** whose post office address is **2980 NE 207th Street, Suite 405, Aventura, FL 33180** grantor, and **Michael Pappalardo, a single man,** whose post office address is **7921 East Drive, Unit 15, Miami, FL 33141,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

> **Unit No. 14 of THE LIDO, a Condominium, according to the Declaration of Condominium recorded in O.R. Book 10719, Page(s) 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Germas LLC, a Florida limited liability company

By: _____
Dulce Noguera, as Authorized Representative

_____

Witness Name: Bridgette Alvarez

_____

Witness Name: J. Martinez-Morin

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 4 day of May, 2021, by Dulce Noguera, as Authorized Representative of Germas LLC, a Florida limited liability company, on behalf of the company, who [✓] is personally known or [_] has produced FLA DL as identification.

[Notary Seal]

Notary Public State of Florida
Bridgette Alvarez
My Commission GG 907503
Expires 08/26/2023

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

Prepared By:
Desi Robert Kellermann, Esq.
Desi R. Kellermann, P.A.
605 Lincoln Rd., Suite 400
Miami Beach, FL 33139

Return To:
Frank, Weinberg & Black, P.L.
7805 SW 6 CT
Plantation, FL 33324

Property Parcel I.D. (Folio) Number(s): 23-3209-029-0100

WARRANTY DEED

THIS WARRANTY DEED is made as of the 10 day of July, 2013 by **Lori Brandt, a single woman,** whose mailing address is 726 NE 72 ST, Miami, FL 33138 and **Marcy Kaplan, a single woman,** whose mailing address is 660 NE 72 ST, Miami, FL 33138, as tenants in common (collectively, "Grantor"), to **Michael Pappalardo, a single man**, whose mailing address is 7921 East Drive, Unit No. 15, North Bay Village, FL 33141 (the "Grantee").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, his heirs, legal representatives, successors and assigns forever, all that certain real property situate in Miami-Dade County, Florida, and more particularly described hereinbelow (the "Property"), to wit:

Unit No. 15 of The Lido, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 10719, Page 41, Public Records of Miami-Dade County, Florida (the "Property").

Subject to the Declaration of Condominium and its exhibits referred to above, as amended, all restrictions, conditions, limitations, easements, and reservations of record and existing zoning ordinances.

THIS CONVEYANCE IS SUBJECT TO:

1. Taxes and assessments for 2013 and subsequent years.

2. Covenants, easements, limitations, and restrictions of record.

3. Zoning restrictions and conditions imposed or required by any governmental authority and matters appearing on the plat or common to the subdivision, including utility easements, if any, without intending to reimpose any of the same.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to said Property, together with all of the estate, right, title, interest, lien, equity and claim whatsoever of GRANTOR, whether at law or in equity, to the only proper use, benefit and behoof of GRANTEE.

TO HAVE AND TO HOLD, the same unto Grantee, his heirs, legal representatives, successors and assigns, in fee simple forever.

AND Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

Signed, sealed and delivered
in presence of:

_____
Print Name: Desi Kellermann

_____
Print Name: Steven E. Vanda

_____
Print Name: Desi Kellermann

_____
Print Name: Steven E. Vanda

GRANTOR:

By: _____
Name: Lori Brandt

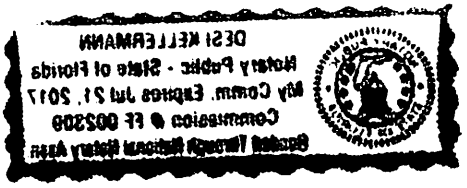
By: _____
Name: Marcy Kaplan

STATE OF FLORIDA)
) **SS**
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this, the 10 day of July, 2013, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared **Lori Brandt and Marcy Kaplan**, who each executed the foregoing instrument, and who each swore, subscribed and acknowledged to and before me that each did so voluntarily and for the purposes set forth therein, and who each produced _____ as identification, or who are both personally known to me.

DESI KELLERMANN
Notary Public - State of Florida
My Comm. Expires Jul 21, 2017
Commission # FF 002309
Bonded Through National Notary Assn.

_____
Notary Public
Name: Desi Kellermann
My Commission Expires: _____
Commission/Serial No.: _____


DESI KELLERMANN
Notary Public - State of Florida
My Comm. Expires Jul 21, 2017
Commission # FF 002309
Bonded Through National Notary Assn

CFN: 20210851030 BOOK 32846 PAGE 4015
DATE:11/12/2021 02:41:45 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument was prepared by:
Name: Diana L. Collazos, Esq.
Jurado & Farshchian, PL
Address: 12955 Biscayne Boulevard. Suite 328
North Miami, FL 33181
(Space reserved for Clerk)

After recording return to:
Lillian M. Arango, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Ste. 700
Coral Gables, Florida 33134

Parcel ID: 23-3209-029-0080
23-3209-029-0100

UNITY OF TITLE

WHEREAS, MICHAEL PAPPALARDO ("Owner") owns the property ("Property") legally described as:

Parcel I:
Unit No. 14, of The Lido, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Folio No.: 23-3209-029-0080

The address of which is 7921 East Drive, Unit 14, North Bay Village, FL 33141

Parcel II:
Unit No. 15, of The Lido, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Folio No.: 23-3209-029-0100

The address of which is 7921 East Drive, Unit 15, North Bay Village, FL 33141

Which are also described in Exhibit "A".

1. In consideration of the issuance of permits for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Owner hereby agrees to restrict the use of the subject property in the following manner:

2. That the Property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be encumbered, mortgaged, sold, transferred, divided, conveyed, devised or assigned separately, except in its entirety as one plot or parcel of land.

3. Covenant Running with the Land. This Unity of Title on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. The Building Official of the City of North Bay Village shall be promptly furnished with a recorded copy of this Declaration within thirty (30) days of recording.

4. Term This Unity of Title is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Unity of Title is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Unity of Title has first been modified or released in writing by the City of North Bay Village.

5. Modification, Amendment, Release. This Unity of Title may only be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Property, including joinders by all mortgagees, if any, provided that the same is also approved in by the City of North Bay Village's Attorney, as to legal form and sufficiency.

6. Authorization for the Town to Withhold Permits and Inspections. In the event the terms of this Unity of Title are not being complied with, in addition to any other remedies available, the Town is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Unity of Title is complied with.

7. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

8. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

[EXECUTION PAGES FOLLOW]

Signed, witnessed, executed and acknowledged on this 27th day of July, 2021, at Miami, Florida.

Michael Pappalardo

WITNESS:

Signature

Natalia Davis

Print Name

Signature

Raul Soto

Print Name

STATE OF FLORIDA)
SS:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me by means of [✓] physical presence, or [ ] online notarization, this 27th day of July, 2021, by Michael Pappalardo, who [ ] is personally known to me or [✓] has produced FLDL as identification.

KURLINE SUCKIE
Notary Public, State of Florida
Commission# GG 182971
My comm. expires Feb. 5, 2022

2/22/21

NOTARY PUBLIC, State of Florida

My Commission Expires: 2/5/2022

Print Name: Kurline Suckie

Exhibit "A"

Parcel I:
Unit No. 14, of The Lido, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Folio No.: 23-3209-029-0080

The address of which is 7921 East Drive, Unit 14, North Bay Village, FL 33141

Parcel II:
Unit No. 15, of The Lido, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 10719, Page 41, and all exhibits and amendments thereof, Public Records of Miami-Dade County, Florida.

Folio No.: 23-3209-029-0100

The address of which is 7921 East Drive, Unit 15, North Bay Village, FL 33141

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF STORMWATER MAINTENANCE EQUIPMENT FROM ORLANDO FREIGHTLINER, INC. IN AN AMOUNT NOT TO EXCEED $425,533.00 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-VEH21.1; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORK DIRECTOR STEVEN BUCKLAND)**

RECOMMENDATION

It is recommended that the Village Commission approve the purchase of a Freightliner 108SD chassis equipped with a PipeHunter storm drain system cleaner in an amount not to exceed $425,533

BACKGROUND AND ANALYSIS

The proposed resolution requests the Village Commission's review and approval for the procurement of a Freightliner 108SD Chassis equipped with a PipeHunter storm drain cleaning system.

The Public Works Department is responsible for the upkeep of North Bay Village's stormwater drainage system. Currently, the department can only perform limited maintenance due to a lack of necessary equipment, often requiring the use of outside contractors. To address this, Public Works is developing a comprehensive in-house maintenance plan. This plan leverages staff expertise in operating vacuum and jetting systems to regularly remove debris and sediment from storm structures and clear outfall lines leading to the bay. Acquiring this specialized storm drain cleaning truck will significantly enhance the Village's ability to maintain the drainage system internally and respond swiftly to flooding events.

Pursuant to § 36.25(j) "Piggy back" purchases - *provides that a contract without sealed*

bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.

The Village will piggyback on the competitively bid contract established by the Florida Sheriffs Association, under Contract No. FSA23-VEH21.1

It is recommended that the Village Commission approve the purchase of a Freightliner 108SD chassis equipped with a PipeHunter storm drain system cleaner in an amount not to exceed $425,533

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
FY 2025 - Utilizing GO Bond Funds (GL# 340.36.538.6307) $425,533.00

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Stormwater Equipment - Freightliner -.DOCX
Orlando Freightliner quote.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF STORMWATER MAINTENANCE EQUIPMENT FROM ORLANDO FREIGHTLINER, INC. IN AN AMOUNT NOT TO EXCEED $425,533.00 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-VEH21.1; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of stormwater maintenance equipment (i.e., a chassis equipped with a storm drain system cleaner and related accessories), as further described in the Quote (collectively, the "Equipment") to facilitate the provision of day-to-day operations of the Village's Public Works Department; and

WHEREAS, the type of purchase contemplated by the Village for the Equipment has been competitively bid by bid by the Florida Sheriffs Association, which has entered into Contract No. FSA23-VEH21.1 (the "FSA Contract") with Orlando Freightliner, Inc. (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village desires to authorize the Village Manager to purchase the Equipment from the Vendor consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), in an amount not to exceed $425,533.00; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Commission hereby approves the purchase of the Equipment from the Vendor consistent with the terms and conditions of the FSA Contract and the Quote attached hereto as composite Exhibit "A," in an amount not to exceed $425,533.00.

Section 3. **Implementation.** That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Orlando Freightliner
2455 S Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 4222
407-291-8408 fax
407-509-6651 cell

4-2-25

To: North Bay Village
Steven Buckland, PW Director

Orlando Freightliner is pleased to provide the following quote via the 2024-2025 Florida Sheriffs Association bid #FSA23-VEH21.1

Spec #44	*$ 85,014.00*
016-1C2 vertical exhaust	*$ 617.00*
650-008 air ride cab	*$ 139.00*
727-1AF air horn	*$ 81.00*
756-338 air ride drivers seat	*$ 125.00*
Code 900 misc items not listed	
Upgrade to 108SD cab	*$ 19,577.00*
Aluminum wheels	*$ 803.00*
Adapter flange for PTO provision	*$ 397.00*
Exterior sun visor	*$ 246.00*
PipeHunter Sewer Cleaner	*$ 318,534.00*
Total	*$ 425,533.00*

Sincerely,

Bob Scharpnick
Municipal Sales
Orlando Freightliner
Polk Freightliner
Freightliner of Ocala
407-295-3846

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A FORD F-450 CHASSIS AND EQUIPMENT FROM BACHRODT FT, LLC (DBA PALMETTO FORD OF MIAMI) IN AN AMOUNT NOT TO EXCEED $150,195 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA24-VEL32.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND)**

RECOMMENDATION

It is recommended that the Village Commission approve the purchase of a Ford F-450 chassis equipped with a Stellar crane and utility body from Palmetto Ford of Miami in the amount of $150,195.00.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's review and approval for the procurement of a Ford F-450 chassis equipped with a Stellar crane.

The Public Works Department is responsible for the maintenance and operation of North Bay Village's stormwater drainage infrastructure. Currently, the department faces limitations in performing essential maintenance tasks due to a lack of specialized equipment. As a result, the Village often relies on outside contractors, which can lead to delays and increased costs. To improve efficiency and reduce dependency on external services, the Public Works Department is implementing a comprehensive in-house maintenance plan. This plan will leverage the expertise of Village staff in operating vacuum and jetting systems to conduct

regular cleaning of storm structures, removal of sediment and debris, and jetting of outfall lines into the Bay.

The addition of the Ford F-450 crane Truck will enhance the Village's ability to carry out this maintenance work more effectively and safely. Specifically, the crane will support storm drain cleaning operations by lifting heavy metal grates and inlet filters tasks that are currently labor-intensive and carry a higher risk of injury. The truck will also function as a support and safety vehicle for the Village's soon-to-be-acquired storm drain vacuum truck. This investment will not only help safeguard Public Works personnel from injury but also improve time management and operational efficiency in maintaining critical stormwater infrastructure.

Pursuant to § 36.25(j) "Piggy back" purchases - provides that a contract without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.

The Village will piggyback on the competitively bid contract established by the Florida Sheriffs Association, under Contract No. FSA23-VEH32.0

It is recommended that the Village Commission approve the purchase of a Ford F-450 chassis equipped with a Stellar crane and utility body via the 2024-2025 Florida Sheriffs Association bid #FSA23-VEL32.0 from Palmetto Ford of Miami in the amount of $150,195.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
FY 2025 - Utilizing GO Bond Funds (GL# 340.36.538.6307) $150,195.00

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Ford F-450 Superduty Palmetto Ford .DOCX
SPEC 27 F450 SUPER CAB 4X2 PRICE SHEET-f.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A FORD F-450 CHASSIS AND EQUIPMENT FROM BACHRODT FT, LLC (DBA PALMETTO FORD OF MIAMI) IN AN AMOUNT NOT TO EXCEED $150,195 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA24-VEL32.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of stormwater maintenance equipment (i.e., a Ford F-450 chassis equipped with a crane and related accessories), as further described in the Quote (collectively, the "Equipment") to facilitate the provision of day-to-day operations of the Village's Public Works Department; and

WHEREAS, the type of purchase contemplated by the Village for the Equipment has been competitively bid by bid by the Florida Sheriffs Association, which has entered into Contract No. FSA24-VEL32.0 (the "FSA Contract") with Bachrodt FT, LLC (doing business as Palmetto Ford of Miami) (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village desires to authorize the Village Manager to purchase the Equipment from the Vendor consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), in an amount not to exceed $150,195.00; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Commission hereby approves the purchase of the Equipment from the Vendor consistent with the terms and conditions of the FSA Contract and the Quote attached hereto as composite Exhibit "A," in an amount not to exceed $150,195.00.

Section 3. **Implementation.** That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Palmetto Ford Of Miami

7245 NW 36 Street Miami, Florida 33166
305-470-1334 / 305-972-7133 cell
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA24-VEL32.0

Purchaser:	CITY OF NORTH BAY VILLAGE	Date:	05/14/2025
Address:	1666 KENNEDY CAUSEWAY, SUITE 300	Phone:	305-756-7171
City:	NORTH ABY VILLAGE, FL. 33141		STEVEN BUCKLAND
			sbuckland@nbvillage.com

Base Model:	ITEM # 27 2025 F450 SUPER CAB 4X2 (X4G)	Price:	**$51,864.00**
Inc.	AM/FM RADIO, AIR CONDITIONING		
Color:	(Z1) WHITE EXTERIOR / GREY VINLY INTERIOR / HD VINLY FLOOR COVERING		
Delivery Info:	ESTIMATE 22 WEEKS FROM RECEIPT OF PURCHASE ORDER		
Option #	99T - 6.7L V8 DIESEL ENGINE	Price:	$10,390.00
Option #	44G - FORD 10-SPEED AUTOMATIC TRANSMISSION	Price:	$0.00
Option #	STD - DAYTIME RUNNING LIGHTS	Price:	$0.00
Option #	18B - FACTORY PLATFORM CAN STEPS	Price:	$441.00
Option #	512 - SPARE TIRE AND WHEEL, INC. WHEEL TOOLS AND JACK	Price:	$347.00
Option #	90L - POWER EQUIPMENT GROUP, WINDOWS, DOOR LOCKS, MIRRORS	Price:	$0.00
Option #	CS - CAB SHIELD - ALUMINUM WITH MESH WINDOW	Price:	$1,475.00
Option #	CRANE-8 - STELLAR EC6000 6,000LB CAPACITY ELECTRIC / HYDRAULIC	Price:	$33,001.00
Option #	CRANE	Price:	$0.00
Option #	CRANE-BOD3 - KNAPHEIDE 6108DL30 9'M CRANE BODY FOR CRANES UP TO	Price:	$39,827.00
Option #	6,000LB CAPACITY, STANDARD SHELVES, CRANE BUMPER, MANUAL OUT-	Price:	$0.00
Option #	RIGGERS, INTEGRATED HITCH RECEIVER	Price:	$0.00
Option #	FCSS - FOUR CORNER LED SPLIT AMBER / WHITE STROBES	Price:	$828.00
Option #	GATE-2 - THIEMAN 15ET 1,500LB LIFTGATE. 56" X 26" + 5" PLATFORM	Price:	$5,647.00
Option #	SLINER - SPRAY LINER FOR 9' UTILITY, COMPARTMENT TOPS, CARGO AREA	Price:	$2,208.00
Option #	TAG-NEW - NEW YELLOW CITY TAG	Price:	$431.00
Option #		Price:	$0.00
Option #	NLBR / NLER - FLOOR PLAN COST FOR EXTENED BODY AND EQUIPMENT	Price:	$2,236.00
Option #	PRODUCTION / INSTALLATION LEAD TIMES - CRANE BODY ETA 09/20/2025	Price:	$0.00
Option #		Price:	$0.00
Note:	2025 SUPERDUTY SUPERCAB ORDER BANK CLOSES 05/16/2025.		
Note:	BUDGET DRAFT PRICE INCREASE FOR 2026 YEAR MODEL SUPERDUTY		$1,500.00

Total Price of Base Unit and all Selected Options: $150,195.00

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF TWO TRASH PUMPS AND RELATED EQUIPMENT FROM MWI CORPORATION (DBA MWI PUMPS) IN AN AMOUNT NOT TO EXCEED $126,710.00 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-EQU21.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

RECOMMENDATION

Staff recommends Commission approval of the purchase of two (2) Primerite CT6T03-MWI-DZ01 Self Priming 6" Trash Pumps via the 2024-2025 Florida Sheriffs Association bid #FSA23-EQU21.0 from MWI Pumps in the amount of $126,710.00.

BACKGROUND AND ANALYSIS

The proposed resolution requests the Village Commission's review and approval for the procurement of two (2) Primerite CT6T03-MWI-DZ01 Self-Priming 6" Trash Pumps.

The Public Works Department is responsible for the upkeep of North Bay Village's stormwater drainage system. Currently, the department can only perform limited maintenance due to a lack of necessary equipment, often requiring the use of outside contractors. To address this, Public Works is developing a comprehensive in-house maintenance plan. This plan leverages staff expertise in operating vacuum and jetting systems to regularly remove debris and sediment from storm structures and clear outfall lines leading to the bay. Acquiring this specialized storm drain cleaning truck will significantly enhance the Village's ability to maintain the drainage system internally and respond swiftly to flooding events.

The acquisition of these storm drain cleaning pumps will enhance the Village's ability to respond more efficiently and promptly to flooding during heavy rainfall or in the event of a failure at one or more of our stormwater pump stations.

Pursuant to § 36.25(j) "Piggy back" purchases - provides that a contract without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.

The Village will piggyback on the competitively bid contract established by the Florida Sheriffs Association, under Contract No. FSA23-EQU21.0

It is recommended that the Village Commission approve the purchase of two (2) Primerite CT6T03-MWI-DZ01 Self Priming 6" Trash Pumps via the 2024-2025 Florida Sheriffs Association bid #FSA23-EQU21.0 from MWI Pumps in the amount of $126,710.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
FY 2025 - Utilizing GO Bond Funds (GL# 340.36.538.6307) $126,710.00

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Stormwater Equipment - Trash Pumps - .DOCX
6 inch Pump Quote (2) 5-27-25.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF TWO TRASH PUMPS AND RELATED EQUIPMENT FROM MWI CORPORATION (DBA MWI PUMPS) IN AN AMOUNT NOT TO EXCEED $126,710.00 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA23-EQU21.0; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of stormwater maintenance equipment (i.e., two self-priming 6" trash pumps, engines, and related accessories), as further described in the Quote (collectively, the "Equipment") to facilitate the provision of day-to-day operations of the Village's Public Works Department; and

WHEREAS, the type of purchase contemplated by the Village for the Equipment has been competitively bid by bid by the Florida Sheriffs Association, which has entered into Contract No. FSA23-EQU21.0 (the "FSA Contract") with MWI Corporation (doing business as MWI Pumps) (the "Vendor"), which local governments statewide may utilize for their own benefit; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village desires to authorize the Village Manager to purchase the Equipment from the Vendor consistent with the FSA Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), in an amount not to exceed $126,710.00; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Commission hereby approves the purchase of the Equipment from the Vendor consistent with the terms and conditions of the FSA Contract and the Quote attached hereto as composite Exhibit "A," in an amount not to exceed $126,710.00.

Section 3. **Implementation.** That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of June, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Quotation

MWI Pumps **1860 82nd Ave Ste 203** **Vero Beach, FL 32966** **Office: 954-834-1006** **Cell: 772-321-3425**	**Date: 5-27-25** **MWI Job No.** **Quotation No. 25-344a** **Customer No.** **Quotation valid for duration of FSA contract FSA23-EQU21.0**

Project:	**North Bay Village- FSA Pump Contract**	**Terms: per FSA contract**
Quote To:	Steven Buckland	**FOB: North Bay Village, FL**
		Customer Approval: _____
Delivery:	Estimated pump delivery 14-16 weeks from receipt of PO.	**Quoted By: Kelby Morgan kelbym@mwipumps.com**

Item	Qty.	Description	Unit Price	Total Price
A	2	**MWI Primerite CT6T03-MWI-DZ01 Self Priming 6" Trash Pump w/ Deutz TD 2.9 Tier 4 Final Diesel Engine and Controls Inc Digital Control Panel including Temp/Fluid Level Shut Offs, and On/Off Floats. Wholly DOT Trailer Mounted, Silent Partner Sound Attenuated Enclosure, and Integrated 78 Gallon Fuel Tank. *Max Performance 2,300 GPM and 145' TDH not simultaneously.**	$62,605	**$125,210**
B	2	**6" Male x Female Cam Lock Set**	$350	**$700**
C	2	**Freight to North Bay Village, FL per Pump**	$400	**$800**
		Total Investment		**$126,710.00**
		NOTE: Sales Tax, Diesel Fuel, Startup, Hoses and Connectors, anything not specifically listed above are not included.		

This document contains a proposal quotation only, as it may not contain all necessary material terms. This proposal is not an offer subject to acceptance by the recipient. If recipient is interested in proceeding forward under the proposal, then the recipient and MWI must discuss and come to written agreement as to all material terms and conditions.

Please note that prices do not include applicable Sales Tax, Fees, Installation or Freight unless otherwise noted

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (PROJECT MANAGER ROGER HOGG)**

RECOMMENDATION

It is recommended that the Village Commission approve the resolution as it will provide the framework for ongoing and future traffic safety improvements in the Village.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks Village Commission consideration and approval of an Interlocal Agreement (ILA) with Miami-Dade County for traffic engineering functions.

Between February and March 2025, Miami-Dade County's Department of Transportation and Public Works (DTPW) denied the Village's Phase III ADA and Sidewalk Improvement permit due to the inclusion of unapproved speed humps and uncontrolled crosswalks. DTPW advised that these elements must be removed or formally approved before the plans could proceed. The Village then requested clarification on whether a traffic study or an ILA would be necessary. On April 25, 2025, DTPW agreed to allow the sidewalk improvements to move forward separately, pending execution of an ILA that affirms County jurisdiction while granting the Village limited authority over certain traffic engineering functions on local streets.

Under the proposed agreement, the Village may perform engineering studies and install specific traffic calming devices using County-approved designs or submit alternatives for review. All installations must comply with FDOT and MUTCD standards, and the Village is responsible for decals, maintenance, aesthetics, and all legal liability, including for any previously installed devices.

It is recommended that the Village Commission approve the proposed Interlocal Agreement (ILA) with Miami-Dade County Department of Transportation and Public Works for traffic engineering functions.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution ILA MDC for Traffic Engineering Functions.DOCX
Exhibit A - ILA MDC for Traffic Engineering Functions.DOCX

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, Section 2-96.1 of the County Code allows the County to enter into an Intergovernmental Agency Agreement to permit an adequately equipped municipal agency to assume certain traffic control functions; and

WHEREAS, North Bay Village (the "Village") desires to assume responsibilities for certain traffic engineering functions pertaining to its local municipal streets exclusively and has requested the County to allow it to perform the function of conducting any additional engineering studies as needed and install traffic calming solutions throughout Village municipal streets as provided herein; and

WHEREAS, the Village and the County wish to enter into the Intergovernmental Agency Agreement to Perform Certain Traffic Engineering functions, attached hereto as Exhibit "A" (the "Agreement), which will give the Village enhanced responsibilities and jurisdiction over the installation, maintenance, and use of certain traffic calming devices; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including the expenditure of budgeted funds.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

INTERGOVERNMENTAL AGENCY AGREEMENT
TO PERFORM TRAFFIC ENGINEERING FUNCTIONS
BETWEEN NORTH BAY VILLAGE AND MIAMI-DADE COUNTY

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS ("Agreement") is made and entered into this ___ day of _____, 2025, by and between NORTH BAY VILLAGE (the "Village"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, , the Village desires to assume responsibilities for certain traffic engineering functions pertaining to its local municipal streets exclusively and has requested the County to allow it to perform the function of conducting any additional engineering studies as needed, and install traffic calming solutions throughout Village municipal streets as provided herein; and

WHEREAS, the Village has the ability to plan, design, and perform construction inspection of such projects within its Public Works Department and through the Village's consultants and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, additionally the residential neighborhoods of the Village are situated to the north and south of major County and state roads, enabling the Village to effectively manage and maintain traffic calming devices on municipal streets while minimizing disruptions and impact to the arterial roads along the Kennedy Causeway; and

WHEREAS, the County has determined that the Village is equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS, the County and the Village agree that nothing contained in this Agreement shall diminish or impact the rights of either entity or constitute an admission with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of the traffic control devices unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code; and

WHEREAS, the Village, by appropriate Resolution, has authorized the execution of this Agreement.

NOW, THEREFORE, THE VILLAGE AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are incorporated herein by reference and confirmed.

Section 2. Traffic Control Devices. The Village may install and maintain the following designated types of traffic control, traffic calming devices, and/or signs (collectively, the "Traffic Control Devices") and only on those local municipal streets operated and maintained by the Village within its boundaries, and not less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the Village limits; or within school zones, or adjacent to bicycle facilities or hospitals:

a) Traffic Circles
b) Speed Humps/Speed Tables/Cushions
c) In-Street Pedestrian Crossing Signs
d) Raised Intersections
e) Midblock Raised Crosswalks
f) Curb Extensions ("Bulb-Outs")
g) Median Diverters
h) Residential 20 mph Speed Limit
i) Decorative Street Poles

Purchase and installation of Traffic Control Devices shall be carried out in accordance with County approved standards, procedures, and material requirements as determined in the sole and absolute discretion of the County.

Section 3. Installation. Any such Traffic Devices may be installed on local municipal streets after a traffic engineering study has been performed and signed and sealed by a Florida licensed professional engineer and has received written approval by the Village Manager or his/her designee. A copy of such traffic study must be submitted to the County Department of Transportation and Public Works ("DTPW").

Any such Traffic Devices may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the Village, through its Village Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit "A", no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit "A", such plans shall be submitted to the

County for its review and written approval. A copy of such design plans must be submitted to the applicable Department of the County

For installation of Traffic Control Devices, the Village shall hire a County licensed contractor or perform the work in-house by the Village's Public Works personnel. The Village must obtain all required permits through the County's Construction Division to install the Traffic Control Devices.

Section 4. **Decals.** The Village shall attach a decal to the back of the sign panels indicating ownership and date of installation.

Section 5. **Standards.** All Traffic Control Devices installed by the Village in accordance with this Agreement shall conform to the applicable requirements established by the following publications, including latest revisions:

a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;

b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration;

d. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128);

e. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO);

f. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation;

g. Florida Roundabout Guide, Florida Department of Transportation;

h. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January, 2009, or any other comparative criteria available to municipalities which have been approved by the County, with the decision to elect one option or the other to be determined at the Village's discretion; and.

i. Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways).

Section 6. **Maintenance Responsibility.** The Village assumes sole and complete responsibility for the maintenance of Traffic Control Devices that are installed by the Village within its boundaries, including the Traffic Calming Devices installed by the VILLAGE prior to this agreement. The Village shall be responsible for the aesthetics of all installed Traffic Control Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the Village fails to maintain the Traffic Control Devices, then it shall be responsible for any and all costs incurred by the County to replace them or remove them.

Section 7. **Liability and Indemnification.** The Village assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of Traffic Control Devices, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation, or maintenance of the signs.

Section 8. **No Waiver of Sovereign Immunity.** Notwithstanding any other term in this Agreement, nothing herein shall be deemed, construed, or intended to be construed as a waiver of the Village or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. **Public Records.** The Village shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes

Section 10. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 11. **Ambiguities.** The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 12. **Entirety.** This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 13. **Amendments.** This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

Section 14. **Effective Date.** That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

Section 15. **Termination.** Either the Village or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, that at the option of the County, the Village shall continue to maintain, repair, and be responsible for any Traffic Control Devices installed by the Village while this Agreement was in effect. Prior to the termination of this Agreement, however, the Village may elect to remove any one or all Traffic Control Devices installed by the Village; provided the Village shall restore the roadway and area in which the Traffic Control Devices was located to the condition that existed before the Village's installation.

Section 16. **Execution.** This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 17. **Notice.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:** Miami-Dade Department of Transportation and Public Works, Attn: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128
b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2910, Miami, FL 33128
c. **For the Village:** North Bay Village, Attn: Frank Rollason, Village Manager, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, Email: villagemanager@nbvillage.com

d. **With a Copy To:** Haydee Sera, Esq., North Bay Village Attorney, Weiss Serota Helfman Cole & Bierman, P.L., 2800 Ponce de Leon Blvd., Suite 1200, Coral Gables, FL 33134, Email: Hsera@wsh-law.com

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and the County have set their hands the day and year above written.

FOR MIAMI-DADE COUNTY, FLORIDA:

_____
DIRECTOR OF MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND
PUBLIC WORKS

ATTEST:

_____
DEPUTY CLERK
PRINT NAME: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MIAMI-DADE COUNTY ATTORNEY'S OFFICE

FOR NORTH BAY VILLAGE, FLORIDA:

_____
FRANK ROLLASON, VILLAGE MANAGER

ATTEST:

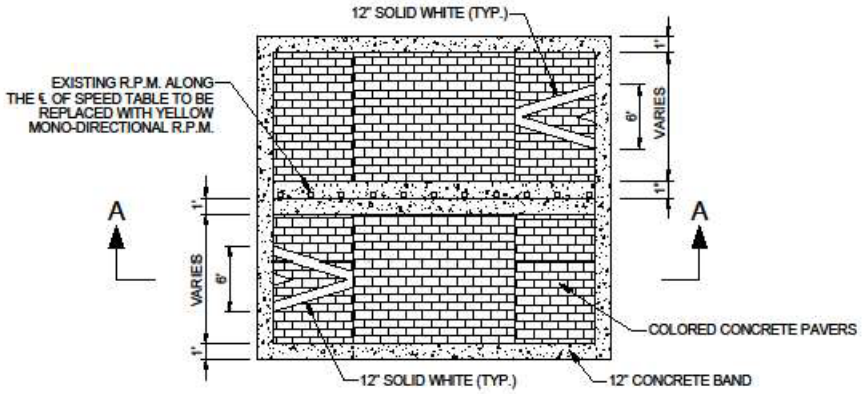
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ALBA L. CHANG, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

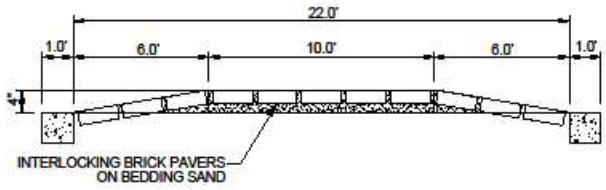
_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A
STANDARD DESIGNS

1. SPEED HUMPS
2. SPEED HUMP SIGNAGE
3. RAISED INTERSECTION
4. TRAFFIC CIRCLE
5. IN-STREET PEDESTRIAN CROSSING SIGNS
6. SPEED TABLES
7. MIDBLOCK RAISED CROSSWALKS

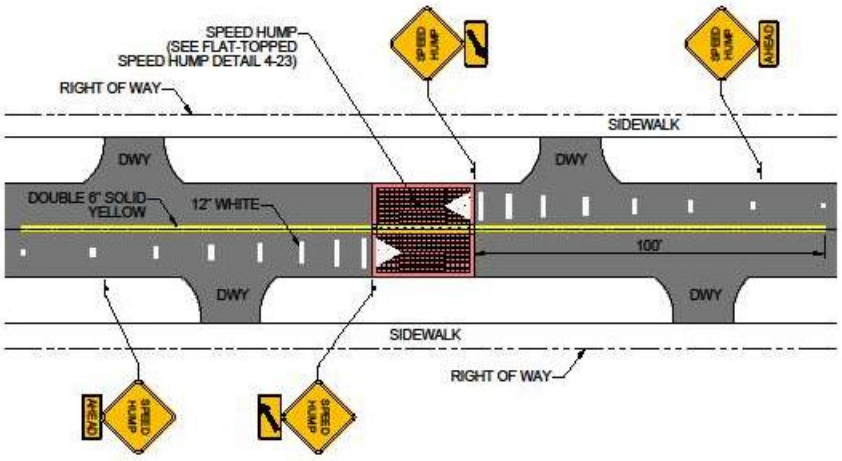


FLAT-TOPPED SPEED HUMP DETAIL



SECTION A-A

APPROVED: REVISED: SEP 2018 SCALE: N.T.S.	DEPT. OF PUBLIC WORKS ENGINEERING DIVISION STANDARD DETAILS	FLAT-TOPPED SPEED HUMP	4-23 Page: 81

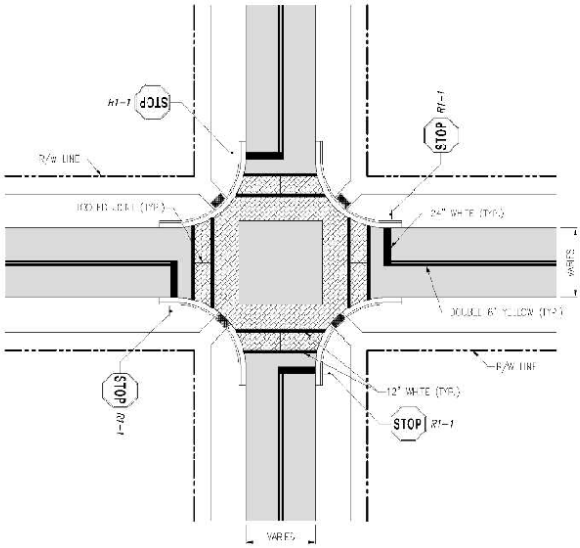




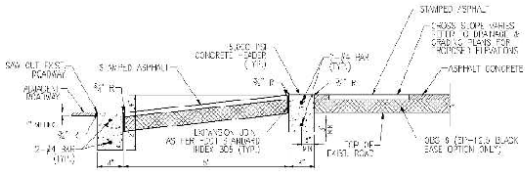
NOTES:

- SPEED HUMPS SHALL NOT BE INSTALLED LESS THAN 250 FEET FROM EXISTING TRAFFIC SIGNALS, COUNTY ROADWAYS, STATE ROADWAYS AND THE BOUNDARIES OF THE CITY LIMITS; OR WITHIN SCHOOL ZONES, OR ADJACENT TO BICYCLE FACILITIES OR HOSPITALS.
- INSTALLATION OF ADVANCED WARNING SIGNS (W17-1, W16-7P), IN A SEGMENT OF MORE THAN ONE BLOCK, WILL BE LIMITED TO THE BEGINNING AND END OF THE SEGMENT.
- THE STREET MUST BE A LOCAL RESIDENTIAL STREET OPERATED AND MAINTAINED BY THE CITY WITHIN ITS BOUNDARIES.
- THE STREET SHALL NOT HAVE MORE THAN ONE TRAFFIC LANE IN EACH DIRECTION.
- THE STREET IS POSTED AT OR HAS A SPEED LIMIT OF 30 MPH OR LESS.
- SPEED HUMPS WILL NOT BE CONSIDERED WITHIN 50 FEET OF AN INTERSECTION, IN FRONT OF A DRIVEWAY, WITHIN AN INTERSECTION OR ADJACENT TO FIRE HYDRANTS.
- THE STREET SHOULD NOT BE LOCATED ALONG AN EMERGENCY RESPONSE ROUTE, REGIONAL TRANSIT OR SCHOOL BUS ROUTE.

APPROVED: REVISED: SEP 2018 SCALE: N.T.S.	DEPT. OF PUBLIC WORKS ENGINEERING DIVISION STANDARD DETAILS	SPEED HUMP SIGNAGE	4–24 Page: 82



RAISED INTERSECTION DETAIL
SCALE: 1"=20'

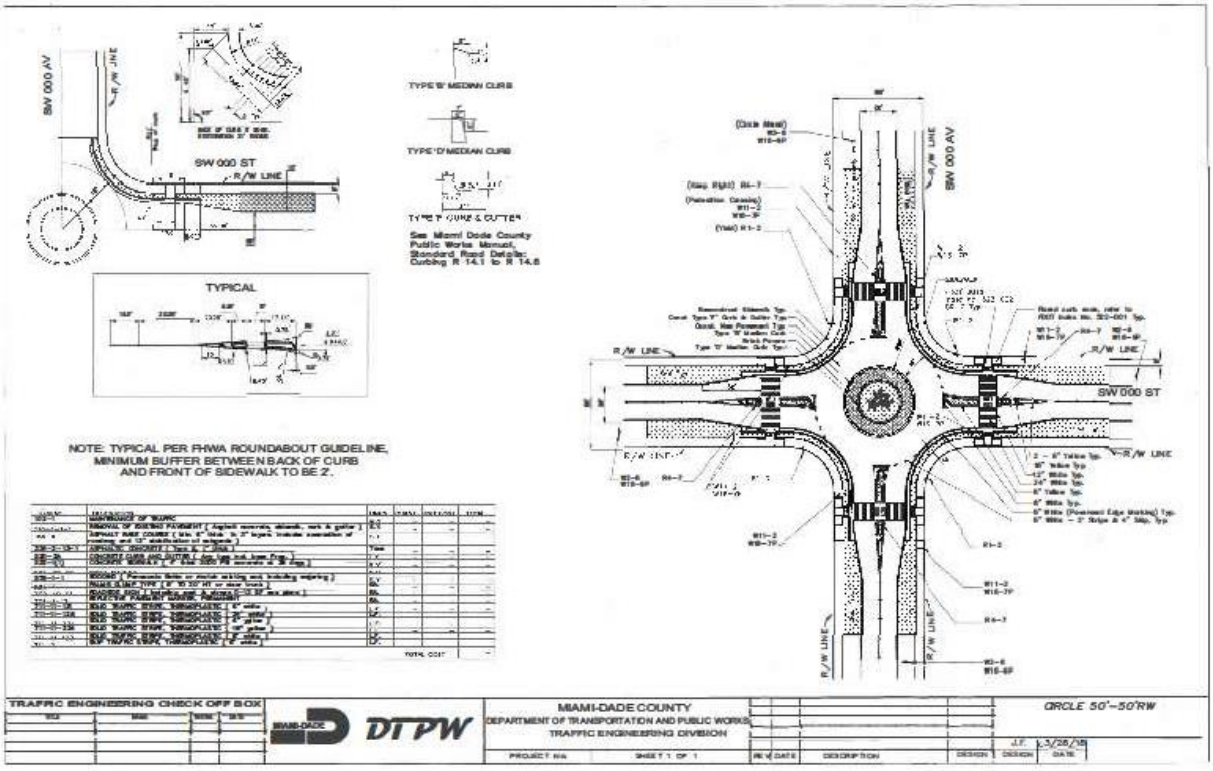


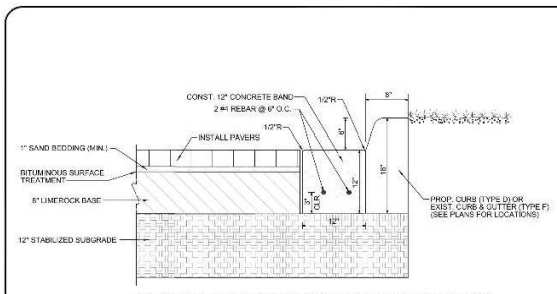
RAISED INTERSECTION DETAIL
SCALE: 1"=10'

NOTE

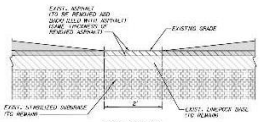
1. A RAISED INTERSECTION TYPICAL INSTALLATION IS AT A SIGNAL CONTROLLED OR ALL-WAY STOP CONTROLLED INTERSECTION.

Raised Intersection CITY OF CORAL GABLES	DRAW C.M.	CHECK J.K.	APPR J.K.
	SCALE AS NOTED	DATE 09-11-2018	

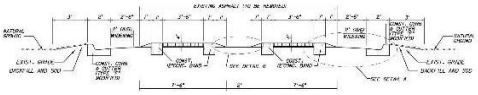

SW 000 AV
R/W LINE
SW 000 ST
TYPE 'B' MEDIAN CURB
TYPE 'D' MEDIAN CURB
TYPE 'F' CURB & GUTTER
See Miami Dade County Public Works Manual, Standard Road Details: Curbing R 14.1 to R 14.6
TYPICAL
NOTE: TYPICAL PER FHWA ROUNDABOUT GUIDELINE, MINIMUM BUFFER BETWEEN BACK OF CURB AND FRONT OF SIDEWALK TO BE 2'.
TOTAL COST
TRAFFIC ENGINEERING CHECK OFF BOX
MIAMI-DADE
DTPW
MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
TRAFFIC ENGINEERING DIVISION
PROJECT n/a
SHEET 1 OF 1
REVISION DATE
DESCRIPTION
DESIGN
DRAWN
DATE
J.F.
3/26/15
CIRCLE 50'-50'RW



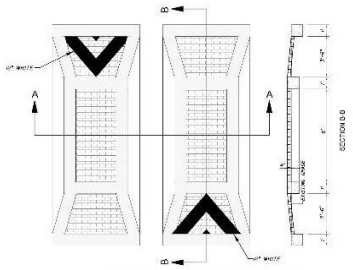
CONCRETE PAVER AND BANDING DETAIL AT INTERSECTIONS



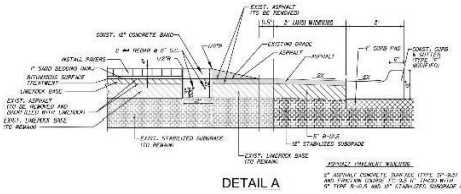
DETAIL B



SECTION A-A



FLAT-TOPPED SPEED CUSHION



DETAIL A

(A) COLORED CONCRETE PAVERS
- MANUFACTURER: GEM PAVER SYSTEMS, INC.
- STYLE: OLD MIAMI
- COLOR: TAN / CHARCOAL
- SIZE: 8 3/4" X 9 7/8", 6 3/4" X 8 3/4", 6 3/4" X 4 3/4"
- THICKNESS: 2 3/8"

(B) 12" CONCRETE BANDING
- UNCOLORED
- MEDIUM BROOM FINISHED

NOTES:
1. COLOR SAMPLES AND SPECIFICATIONS OF THE PAVERS SHALL BE SUBMITTED TO THE CITY OF CORAL GABLES FOR APPROVAL PRIOR TO INSTALLATION.
2. ALL CONCRETE SHALL BE CORAL GABLES BEIGE #3.

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION • CIVIL • STRUCTURAL • LANDSCAPE ARCHITECTURAL
CORAL GABLES FORT MYERS
TAMPA CITY OF ST. PETERSBURG FT. LAUDERDALE

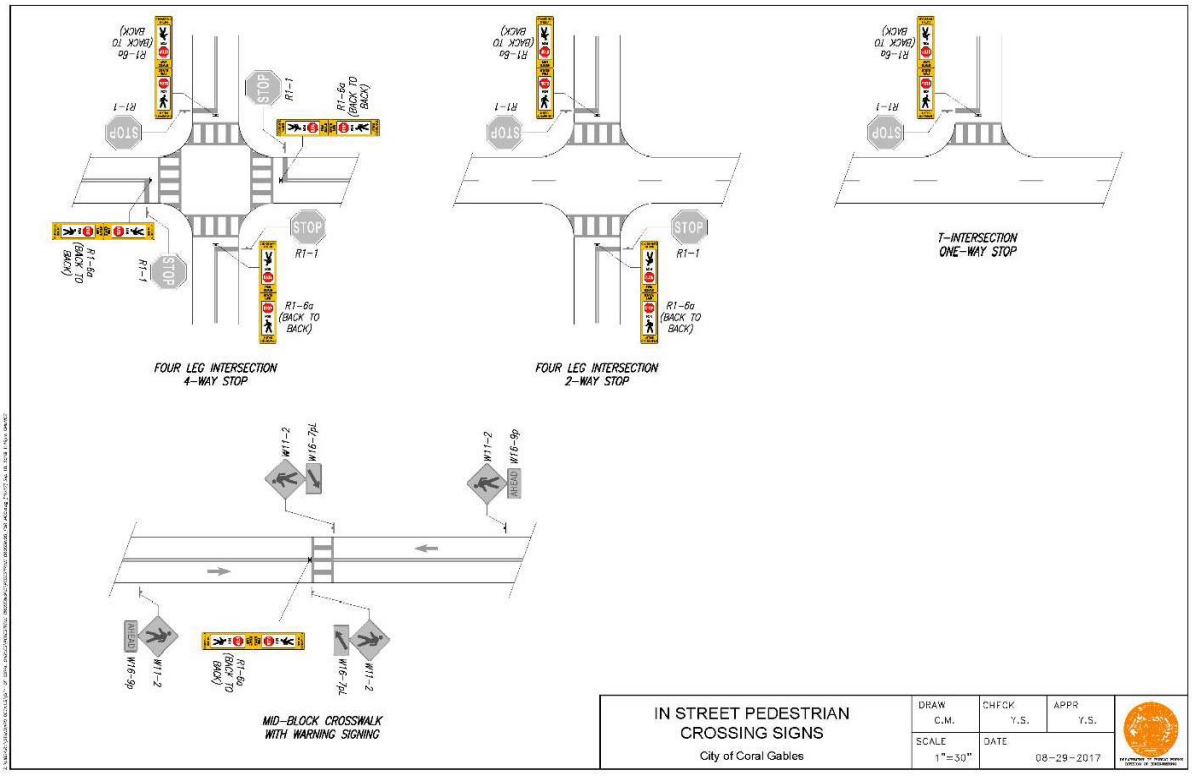
REVISIONS

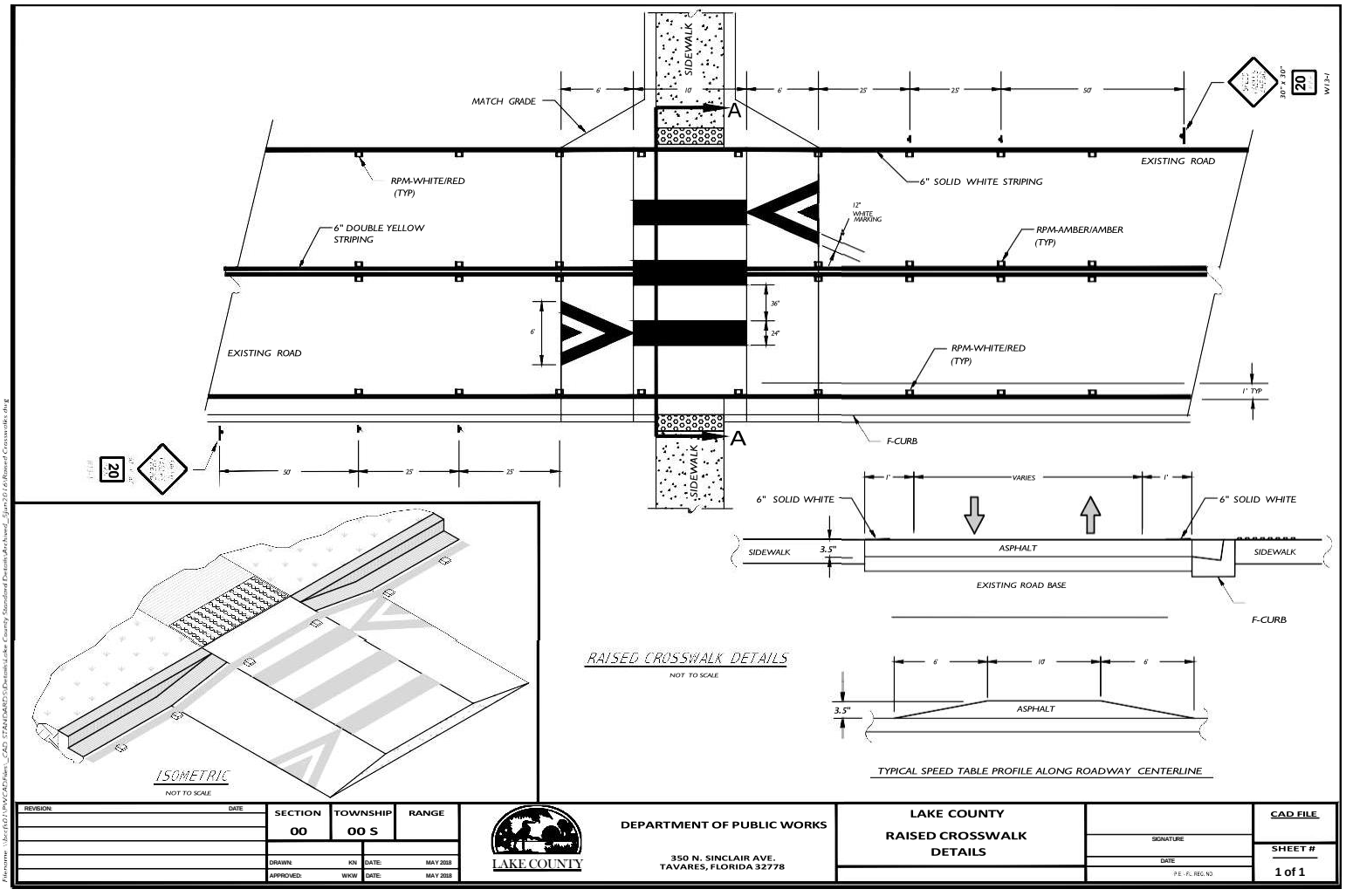
CONTRACTOR SHALL VERIFY ALL DIMENSIONS & REPORT ANY DISCREPANCIES BEFORE COMMENCING WORK.

PROJECT: SPEED CUSHION

TITLE: TYPICAL SECTIONS AND DETAILS

DATE: 09/26/16


R1-6a (BACK TO BACK)
STOP
R1-1
FOUR LEG INTERSECTION
4-WAY STOP
FOUR LEG INTERSECTION
2-WAY STOP
T-INTERSECTION
ONE-WAY STOP
W11-2
W16-7pL
W16-9p
AHEAD
MID-BLOCK CROSSWALK
WITH WARNING SIGNING
IN STREET PEDESTRIAN
CROSSING SIGNS
City of Coral Gables
DRAW C.M.
CHECK Y.S.
APPR Y.S.
SCALE 1"=30"
DATE 08-29-2017



ISOMETRIC

NOT TO SCALE

RAISED CROSSWALK DETAILS

NOT TO SCALE

TYPICAL SPEED TABLE PROFILE ALONG ROADWAY CENTERLINE

REVISION:	DATE	SECTION	TOWNSHIP	RANGE
		00	00 S	
		DRAWN: KN	DATE: MAY 2018	
		APPROVED: WKW	DATE: MAY 2018	

LAKE COUNTY

DEPARTMENT OF PUBLIC WORKS

350 N. SINCLAIR AVE.
TAVARES, FLORIDA 32778

LAKE COUNTY
RAISED CROSSWALK
DETAILS

SIGNATURE

DATE

P.E. - FL. REG. NO.

CAD FILE

SHEET #
1 of 1

Filename: \\lcfs01\PW\CAD Files_CAD STANDARDS\Details\Lake County Standard Details\Archived_Sign 2016\Raised Crosswalks.dwg

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO WORK ORDER NO. 10-A1 WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL SERVICES RELATED TO THE EAST ENTRYWAY SIGN PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDED WORK ORDER IN AN AMOUNT NOT TO EXCEED $48,967.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP MANAGER ROGER HOGG, PE)**

RECOMMENDATION

It is recommended that the Village Commission approve a resolution for funding WO# 010-A1 in the additional amount of $48,967.50.

BACKGROUND AND ANALYSIS

The North Bay Village Commission passed the new NBV Brand Guide in 2022. Based on the approved Brand Guide, the Village has developed design concepts for an entry sign on Kennedy Causeway / NE 79th Street. This phase of work will include design of one sign to be located at the east end of Treasure Island, on the north swale, north of FDOT's East Bridge. The Village has planned improvements for the swale area, which is formally referred to as the Island Walk North Plaza.

The Village Commission adopted Resolution 2022-076 approving WO #010 to Stantec Consulting Services, Inc for the creation of four conceptual designs for the entry sign. The Community Enhancement Board and Heart of the Bay Task Force reviewed the proposed

designs. Considering the Board and Task Force feedback, the Village Commission subsequently selected one of the design concepts, with modifications.

The Village and the consultant executed WO #10-A1 (attached), an amendment to WO #10, for $62,413 to proceed with the design. Due to multiple on-going issues with the project, Stantec provided services beyond the original scope, outlined as follows:

1. The project overlaid with several other Village projects resulting in extensive conflicts, comments, coordination and re-design.
2. The Village pursued an overlapping process where the permitting had to be split up into multiple phases due to the need to get foundations constructed in advance of the park construction. This resulted in extensive comments from FDOT regarding future intention on sign construction
3. The Florida Department of Transportation blended two different permitting efforts from the park and the sign resulting in extensive comments to Stantec under both permits
4. The sign foundation design was required to proceed in advance of the sign design in an attempt to get the foundation installed prior to the park project proceeding. This required that Stantec provide more extensive design work to anticipate the ultimate design loads needed for the sign.
5. The project is on a very small site that has made tolerances extremely tight resulting in extensive coordination, comments and re-design.
6. Electrical power was not available in the vicinity of the project resulting in multiple redesigns and coordination meetings.
7. Staff turnover at the Village has resulted in multiple efforts to start and stop the project with additional coordination, meeting time and field visits.
8. Overall complexity of the combined projects has resulted in multiple additional meetings and submittals to FDOT for coordination and comment response.

These efforts are an Additional Service to original Work Order Scope. The efforts outlined above and in the attached document are intended to bring the project in alignment with current efforts. The project will continue with remaining funds towards completion. At this time, the ultimate resolution of the project issues is not known, however the out-of-scope work completed thus far has resulted in unbilled work valued at $48,967.50 (also attached).

More Additional Services may yet be needed if the ultimate resolution for the path forward requires further re-design and permitting beyond the original intended scope.

It is recommended that the Village Commission approve a resolution for funding WO# 010-A1 in the additional amount of $48,967.50.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Funding for the project will be taken from Street Maintenance Funds, line item Street & Roads Improvements, GL 112.18.541.6308.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution-Amending Stantec WO For Entry Sign Project.DOCX
Exhibit A-NBV East Entry Sign Add Services Request.pdf
Resolution No. 2023-019 WO Stantec Entryway.pdf
STANTEC_- WO 10-A1-fully executed - f.pdf
Entrance-Way Sign East Option B--.pdf

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO WORK ORDER NO. 10-A1 WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL SERVICES RELATED TO THE EAST ENTRYWAY SIGN PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDED WORK ORDER IN AN AMOUNT NOT TO EXCEED $48,967.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 30, 2024 with Stantec Consulting Services, Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, on September 15, 2022, the Village Commission adopted Resolution No. 2022-076 approving the appropriation of funds for the installation of an entry sign at the east end of Kennedy Causeway / NE 79th Street intended to serve westbound traffic (the "Project"); and

WHEREAS, on February 15, 2023, the Village Commission adopted Resolution No. 2023-019 authorizing the Village Manager to enter into Work Order No. 10-A1 in the amount of $62,413 for design, permitting, bid assistance, and construction review services for the Project; and

WHEREAS, due to multiple on-going issues during the course of the Project, the Consultant performed additional services beyond the original scope of Work Order No. 10-A1; and

WHEREAS, the Village and Consultant have prepared an amended work order, attached hereto as Exhibit "A" (the "Amended Work Order"), setting forth the scope and cost of the additional services in an amount not to exceed $48,967.50; and

WHEREAS, the Village Commission desires to approve the Amended Work Order

and authorize the Village Manager to execute the Amended Work Order, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $48,967.50; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Amended Work Order. That the Village Commission hereby approves the Amended Work Order with the Consultant, in substantially the form attached hereto as Exhibit "A", in an amount not to exceed $48,967.50 for additional services related to the Project.

Section 3. Authorization. The Village Manager is hereby authorized to execute the Amended Work Order and take all necessary actions to carry out the intent of this Resolution.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this ___ day of June, 2025.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ADDITIONAL SERVICES TO WORK ORDER No. 010-A1

Dated this 28 day of May 2025

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

ENTRANCE WAY SIGN EAST - DESIGN

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 30, 2024 and expiring on April 30, 2029. ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

The North Bay Village Commission previously adopted the new NBV Brand Guide. Based on the approved Brand Guide, the Village would like to develop plans for the entry sign on Kennedy Causeway / NE 79th Street. Stantec was previously engaged to provide design and permitting services for this sign installation. In the order of performing these services, multiple elements of the project evolved to result in expenditures beyond the originally intended scope of services. This proposal is intended to outline those efforts and extend the contract to cover the additional services expended by Stantec

Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE.

All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

Task 7 – Extended Design and Permitting

Task 7 – Due to multiple on-going issues with the project, Stantec provided services beyond the intended scope:

1. The project overlaid with several other Village projects resulting in extensive conflicts, comments, coordination and re-design.
2. The Village pursued an overlapping process where the permitting had to be split up into multiple phases due to the need to get foundations constructed in advance of the park construction. This resulted in extensive comments from FDOT regarding future intentions on sign construction
3. The Florida Department of Transportation blended two different permitting efforts from the park and the sign resulting in extensive comments to Stantec under both permits
4. The sign foundation design was required to proceed in advance of the sign design in an attempt to get the foundation installed prior to the park project proceeding. This required that Stantec provide more extensive design work to anticipate the ultimate design loads needed for the sign.
5. The project is on a very small site that has made tolerances extremely tight resulting in extensive coordination, comments and re-design.
6. Electrical power was not available in the vicinity of the project resulting in multiple re-designs and coordination meetings.

7. Staff turnover at the Village has resulted in multiple efforts to start and stop the project with additional coordination, meeting time and field visits.
8. Overall complexity of the combined projects has resulted in multiple additional meetings and submittals to FDOT for coordination and comment response.

ADDITIONAL SERVICES

These efforts are an Additional Service to original Service Order Scope. The efforts outlined above and in the attached are intended to bring the project in alignment with current efforts. The project will continue with remaining funds towards completion. At this time, the ultimate resolution of the project issues are not known. More Additional Services may yet be needed if the ultimate resolution for the path forward requires further re-design and permitting beyond the original intended scope.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Work to continue the coordination for permitting is on-going and pending outcome.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services have been provided beyond the originally proposed Not to Exceed amounts:

TASK	Stantec Fee	Sign Sub Fee	Total Fee
Task 7 – Additional Services	$44,000.00	$4,567.50	$48,967.50
Grand Total			**$48,967.50**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Jose Santiago, PE
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
jose.santiago@exp.com

Steve Buckland, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
SBuckland@nbvillage.com

CONSULTANT CONTACTS

Jeffrey Crews, PE
Stantec Consulting Services Inc.
901 Ponce de Leon Blvd, Suite 900
Coral Gables, FL 33134
Email: jeff.crews@stantec.com
Phone: (954) 481-2815
Fax: (954) 804-2713
Jeff.crews@stantec.com

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Frank Rollason
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Stantec Consulting Services Inc.

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____ as_____ for _____, a _____ company (or corporation).

(SEAL)

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

Summary of Current Task Breakdown Expenditures

TASK	Current Fee	Invoiced to Date	Remaining on Contract	Unbilled Work to Date	Updated Fee
Task 1 – Design Development Stantec	$ 4,328.00	$ 4,328.00	$ -	$ -	$ 4,328.00
Task 1 – Design Development Sub	$ 19,000.00	$ 18,255.00	$ 745.00	**$ 4,567.50**	$ 23,567.50
Task 2 – 60% Design Phase	$ 10,305.00	$ 9,654.00	$ 651.00	$ -	$ 10,305.00
Task 3 – Final Design Phase	$ 8,629.00	$ 8,566.00	$ 63.00	**$ 44,400.00**	$ 53,029.00
Task 4 – Permitting Phase	$ 4,742.00	$ 2,757.00	$ 1,985.00	$ -	$ 4,742.00
Task 5 – Bid Assistance Phase	$ 3,800.00	$ -	$ 3,800.00	$ -	$ 3,800.00
Task 6 – Construction Phase Stantec	$ 8,109.00	$ -	$ 8,109.00	$ -	$ 8,109.00
Task 6 – Construction Phase Subcontract	$ 3,500.00		$ 3,500.00	$ -	$ 3,500.00
Grand Total	**$ 62,413.00**	**$ 43,560.00**	**$ 18,853.00**	**$ 48,967.50**	**$ 111,380.50**

Subconsultant marked in Blue

Unbilled Detail

Project Role: Project Manager

Name: Crews, Jeff (030)

Project: 215618215 - NBV Entry Sign

Time Run : 2025-03-23 12:33:05

Net Zero Adjustment Flag **N**

Rows 1 - 105 (All Rows)

Top Task	Task Number	Task Name	Task Type	Task Start Date	Task Completion Date	Expenditure Category	Expenditure Type	Employee	Supplier	Transaction date	Expenditure Item ID	Expense/Sub	Revenue Hours	Bill Rate	Revenue	Expenditure Comment
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-12-19	373813893		0.50	225.00	113	Drilled shaft design - Respond to ERC and update calculations/ plans
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-12-20	373813896		0.50	225.00	113	Drilled shaft design - Respond to ERC and update calculations/ plans
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-04	371820491		2.50	165.00	413	FDOT ERC CAF/LAP comments/project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2024-12-18	373721652		1.00	165.00	165	CAD: Electrical Markups
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-12-16	373790222		8.00	165.00	1,320	NBV sign respond to ERC comments and make necessary changes in the new report.
200 - Design for Entry Sgn - Design for Entry Sgn	201.02	Final Design Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-12-20	373790226		4.00	165.00	660	make necessary changes in the new report.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Buchanan, Brad (187)	Unspecified	2024-07-16	362281224		3.00	225.00	675	Drawing Revisions and Coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Buchanan, Brad (187)	Unspecified	2024-08-16	362281226		4.00	225.00	900	Electrical Design
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-08-28	368308490		0.75	165.00	124	Project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-10-16	368308498		0.25	165.00	41	Project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-11-01	368131510		2.75	165.00	454	Project coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-26	361129671		1.00	225.00	225	Review FDOT Comments with Structural
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-09-06	361877997		1.00	225.00	225	Meet with new PM
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-09-10	362601906		1.50	225.00	338	In person progress and field meeting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-09-27	364166316		1.00	225.00	225	Project Management
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-10-04	365033514		1.00	225.00	225	Progress Update
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-10-09	365647695		1.00	225.00	225	Team Discussion
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-10-11	365647702		1.00	225.00	225	Progress Update
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-08	360935405		0.50	225.00	113	Structural Design of upright pole, base plate, drilled shaft
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-08	368308509		2.50	225.00	563	Structural Design of upright pole, base plate, drilled shaft
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-13	360949470		4.00	225.00	900	Structural Design of Foundation
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-06-03	362281204		2.50	225.00	563	Review design calculations
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-06-04	362281206		1.00	225.00	225	Review design calculations
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-06-11	362281214		1.00	225.00	225	Coordinate with Geotech, review calculations
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-19	368308511		2.00	225.00	450	ERC responses
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-20	368308513		1.00	225.00	225	Markup plans per ERC responses
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-23	368308515		0.50	225.00	113	Markups plans and compile calculations

200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-09-30	368308517		0.50	225.00	113	Review drilled shaft calculations, markup plans
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-07	368308519		5.50	225.00	1,238	Respond to QC comments; update drilled shaft calculations and markup plans
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-08	368308523		2.00	225.00	450	Respond to QC comments; update drilled shaft calculations and markup plans
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-09	368308527		2.50	225.00	563	Markup civil plans; coordinate with civil structural group for location of FDOT drilled shaft
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-10-14	368308529		1.50	225.00	338	Review updates to the plans and calculations; Coordinate with civil team
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-06-06	362281208		1.00	165.00	165	structural/civil coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-06-07	362281210		1.50	165.00	248	structural/civil coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-08-16	362281228		1.00	165.00	165	FDOT civil comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-05	368308550		1.50	165.00	248	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-06	368308552		2.00	165.00	330	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-09	368308554		0.50	165.00	83	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-10	368308556		1.00	165.00	165	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-09-11	368308558		2.00	165.00	330	civil plans/FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-10-09	368308560		2.00	165.00	330	civil design/structural coord
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-10-10	368308562		1.00	165.00	165	civil design/structural coord
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-10-14	366434013		3.00	165.00	495	revised civil set, response to FDOT comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-12	369509210		3.00	165.00	495	civil design/FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-13	369509215		1.50	165.00	248	civil design/FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-14	369509222		2.00	165.00	330	civil design/FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-20	370455632		1.00	165.00	165	FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-11-21	370455640		1.00	165.00	165	FDOT permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-18	373644912		1.00	165.00	165	electrical resubmittal/civil coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-30	374352101		1.00	165.00	165	fdot permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-12-31	374352106		1.00	165.00	165	fdot permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2025-01-03	374352112		1.00	165.00	165	fdot permitting
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Gomez, Ofelia (412)	Unspecified	2024-09-23	368308576		3.00	165.00	495	Plan Rev.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Gomez, Ofelia (412)	Unspecified	2024-10-07	368308578		1.00	165.00	165	Plans Rev.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2023-11-21	360949912		4.00	165.00	660	CAD: Project Setup
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2023-11-22	360949914		8.00	165.00	1,320	CAD: Site Plan/Details
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2023-12-07	360949916		3.00	165.00	495	CAD: Electrical Markups
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Linzer, Francine (997)	Unspecified	2024-08-16	362281230		1.00	165.00	165	CAD: Electrical Markups
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-04	360949922		8.00	165.00	1,320	understanding the task and requirements. getting the necessary info and start with it
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-05	360949924		8.00	165.00	1,320	digging into the design procedures, reading through examples for reference.

200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-06	360949926		8.00	165.00	1,320	discussions with grant on the loads to be considered and the plans that are required to be produced. Also on the simplification of the actual structure.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-07	360949928		8.00	165.00	1,320	working through the design, calc loads and moments.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-08	360949930		8.00	165.00	1,320	working through the design, calc loads and moments. for the drilled shaft design as well.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-11	360949932		8.00	165.00	1,320	design of the drilled shaft and finalizing the load calc for the calc book to be submitted
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-12	362281196		8.00	165.00	1,320	revising some of the calcs. working on the final report to be submitted.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-13	362281198		8.00	165.00	1,320	putting the calcs and other design together for the report.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-14	362281200		8.00	165.00	1,320	performing checks for the pole and base plate assumptions.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-03-15	362281202		8.00	165.00	1,320	Finalizing and putting together everything for QC/ submittal.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-05-20	360949482		5.00	165.00	825	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-10	362281212		3.00	165.00	495	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-12	362281216		0.50	165.00	83	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-12	362281218		6.50	165.00	1,073	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-14	362281220		3.00	165.00	495	North bay village sign structure
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-06-17	362281222		2.00	165.00	330	finalize the drill shaft plans and submit.
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-10	368308591		1.00	165.00	165	looking through the ERC comments and the latest submmital files and providing a preliminary response for them
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-11	368308593		1.00	165.00	165	looking through the ERC comments and the latest submmital files and providing a preliminary response for them
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-17	368308595		2.00	165.00	330	response to the ERC comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-09-23	368308597		2.00	165.00	330	ERC comment response and implement necessary changes as per ERC comments
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Lodha, Himanshu (689)	Unspecified	2024-10-07	368308599		4.00	165.00	660	NBV sign final design calc and plans submission
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-09-30	368308601		0.50	225.00	113	Task meeting with Grant and Naomi
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-10-01	368308603		0.50	225.00	113	QC review of calc and plan sheet
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-10-03	368308605		2.25	225.00	506	QC review of calc and plan sheet
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Malpani, Kunal (040)	Unspecified	2024-10-08	368308607		1.00	225.00	225	QC resolution discussion with Grant
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-09-30	368308621		1.00	165.00	165	drilled shaft design QC
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-01	368308623		6.50	165.00	1,073	drilled shaft design QC
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-02	368308625		2.00	165.00	330	drilled shaft design QC

200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-03	368308627		1.00	165.00	165	drilled shaft design QC
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Silva, Naomi (509)	Unspecified	2024-10-08	368308629		2.00	165.00	330	drilled shaft design verification
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Soni, Mohit (532)	Unspecified	2024-01-22	360949918		1.00	225.00	225	Sign Design and ERC Comments coordination
200 - Design for Entry Sgn - Design for Entry Sgn	202.03	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Soni, Mohit (532)	Unspecified	2024-01-25	360949920		2.00	225.00	450	Community Aesthetic Feature: SR 934/79th Street Causeway Welcome Marker - ERC Review
200 - Design for Entry Sgn - Design for Entry Sgn Total													**240.50**		**42,668**	
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-11-04	368925342		0.25	165.00	41	Project Coordination
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Clark, Caitlin (718)	Unspecified	2024-11-05	368925353		1.25	165.00	206	Project Coordination
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-03-14	352234758		0.50	225.00	113	Structural Design of Foundation
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Curtiss, Grant (159)	Unspecified	2024-05-20	352234762		0.50	225.00	113	Review shop drawings from tgadesign
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Fohrenbach, Robert (515)	Unspecified	2024-08-22	368308650		0.50	165.00	83	FDOT permitting
203 - Permitting Phase - Permitting Phase	203	Permitting Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Perez, Daniel (136)	Unspecified	2024-08-22	368308672		1.00	165.00	165	FDOT Permitting Comments
203 - Permitting Phase - Permitting Phase Total													**4.00**		**720**	
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Compel, Sean (913)	Unspecified	2023-11-20	352234814		0.50	225.00	113	electrical design coordination
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-05	360949565		1.00	225.00	225	Electrical Coordination
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-12	360949567		1.00	225.00	225	Review FDOT Comments
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-16	360949569		1.00	225.00	225	Review FDOT Comments
205 - Construction Phase - Construction Phase	205.01	Bidding Asst Phase	TMU	2023-03-14		Direct Labor	Direct - Regular	Crews, Jeff (030)	Unspecified	2024-08-19	360949571		1.00	225.00	225	Review FDOT Comments with Structural
205 - Construction Phase - Construction Phase Total													**4.50**		**1,013**	
Grand Total													**249.00**		**44,400**	

RESOLUTION NO. 2023-019

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 010-A1 TO STANTEC CONSULTING SERVICES, INC. FOR DESIGN, PERMITTING, BID ASSISTANCE, AND CONSTRUCTION REVIEW SERVICES FOR THE EAST ENTRYWAY SIGN PROJECT IN AN AMOUNT NOT TO EXCEED $62,413; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected Stantec Consulting Services, Inc. (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, on September 15, 2022, the Village Commission adopted Resolution No. 2022-076 amending the budget to cover the cost of the conceptual design of a new East Entryway Sign (the "Project"); and

WHEREAS, Consultant has provided a proposal, attached hereto as Exhibit "A," (the "Proposal") to perform design, permitting, bid assistance, and construction review services (the "Services") for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to the Consultant to provide the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously entered into between the Village and Consultant in an amount not to exceed $62,413; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authorization.** That the Village Commission hereby authorizes the Village Manager to issue a work order to Consultant to perform the Services for the Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $62,413.

Section 3. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andy Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 15th day of February, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

WORK ORDER No. 010-A1

Dated this day of 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

ENTRANCE WAY SIGN EAST - DESIGN

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Stantec Consulting Services Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2019-005 dated January 29, 2020 and expiring on January 28, 2024 ("MASTER AGREEMENT").

PROJECT BACKGROUND

We are pleased to present this proposal of professional consulting services to North Bay Village ("the Client") for consideration.

The North Bay Village Commission previously adopted the new NBV Brand Guide. Based on the approved Brand Guide, the Village would like to develop plans for the entry sign on Kennedy Causeway / NE 79th Street. This phase of work will include one sign for Westbound traffic located at the east end of Treasure Island, on the north swale north of the bridge where other improvements are planned as part of the North Plaza project.

Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

Task 1 –Design Development Phase

During the design development phase, Stantec and its sub-consultant, TGA Design, will complete the following scope of work:

1. We will provide three (3) designs of the East entry feature to the Village for approval, based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. We will incorporate the new branding, logo, graphics and colors into the new signage concepts. The sign shall include on the back side (facing west) “Thanks for visiting! Gracias por visitarnos!”
3. We will also provide a rough magnitude of cost during this phase.
4. Create base AutoCAD drawing files based on those provided by the Village as part of the North Plaza project (designed by others).
5. We will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense.
6. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.

Task 2 – 60% Design Phase

During the 60% design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Stantec will coordinate with the Village's geotechnical engineer to amend the previous soil report to include foundation recommendations for the proposed entry sign.
3. Civil layout plans will be completed to include geometry and a basic grading plan indicating top of footing.
4. Lighting will be coordinated, and fixtures selected.
5. Structural design will be completed for the foundation only.
6. Elevation view/exhibit will be provided to demonstrate it doesn't conflict with other signs.

Task 3 – Final Design Phase

During the final design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Civil layout plans will be completed.
3. Electrical engineer design plans will be completed. The electrical will tie into the new panel being installed as part of the North Plaza project.
4. Structural design will be completed for the foundation only. Plans, details, and calculations will be provided.

Task 4 – Permitting Phase

1. During the permitting phase, we will coordinate and submit plans to FDOT for permit approvals.
2. Comments will be addressed, and revised plans will be re-submitted for approval.
3. Building permit through the Village will be secured by the selected contractor. The selected contractor will be required to provide a fully engineered sign feature including plans and calculations signed and sealed by a professional engineer.

Task 5 – Bid Assistance Phase

During the construction phase, Stantec will assist with the following tasks:

1. Compile plans and specifications for complete bid package
2. Attend one pre-bid meeting
3. Assist Village with answering bidders' questions
4. Assistance with Addendums

Task 6 – Construction Phase

During the construction phase, Stantec will assist with the following tasks:

1. Attend one pre-construction meeting
2. Review contractor's submittals and shop drawings
3. Answer contractor's requests for information
4. Perform up to 10 Site visits/inspections.
5. Review contractor's as-builts and provide record drawings.
6. Permit closeout

Exclusions:

- Topographic or boundary survey
- Irrigation design
- Permitting fees
- Drainage Calculations or modeling
- Maintenance of traffic plan.
- Environmental assessments or engineering

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Task 1 within 45 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not to Exceed amounts:

Task 1 – Design Development Phase	$23,325
Task 2 – 60% Design Phase	$10,305
Task 3 – Final Design Phase	$8,629
Task 4 – Permitting Phase	$4,742
Task 5 – Bid Assistance Phase	$3,800
Task 6 – Construction Phase	$11,609
Grand Total	**$62,413**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Sean Compel
Stantec Consulting Services Inc.
901 Ponce de Leon, Suite 901
Coral Gables, FL 33134
Email: seancompel@stantec.com
Phone: 305-445-2900

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

Stantec Consulting Services Inc.

WITNESSES:

Robert Fohrenbach
[Witness print/type name]

Sean Compel
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

RAMON CASTELLA
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Christopher O. Hesiler
[Print Name]

STANTEC CONSULTING SERVICES INC. Corporate Seal

STATE OF Florida :
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of January, 2023, by Ramon Castella as Vice President for Stantec Consulting Services, Inc. a New York company (or corporation).

(SEAL)

HEIDI PEREZ
MY COMMISSION # GG 343913
EXPIRES: August 4, 2023
Bonded Thru Notary Public Underwriters

(Signature of Notary Public – State of Florida)

Heidi Perez
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

FEE WORKSHEET

DATE: January 5, 2023

PROJECT: North Bay Village
Entrance-Way Sign - East

Design Development Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Create base sheets from available information (no survey) for each of 2 locations		2			12	
Coordination, management, up to 3 meetings with Village	2	12			2	
Sub-Total Hours	2	14	0	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$2,562	$0	$0	$1,316	$0
					Labor Sub-Total	$4,328

Sub-consultant - TGA	$15,000
Geotechnical Allowance	$4,000
Design Development Total:	$23,328

60% Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination, file setup, management	1	1	1		2	
Civil layout design	1	2			12	
Structural plans and details		2	8	8	10	
Stuctural calculations			4	6		
Lighting selection		2				
Electrical design and plans		1	2			
Elevation view/ exhibit		2	4		10	
Sub-Total Hours	2	10	19	14	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$3,135	$1,694	$3,196	$0
					60% Design Total	$10,305

Final Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and management	1	1	1		2	
Civil layout design	1	2			6	
Structural plans and details		2	4	4	20	
Stuctural calculations			2	2		
Electrical design and plans		1	4	8	10	
Sub-Total Hours	2	6	11	14	38	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,098	$1,815	$1,694	$3,572	$0
					Final Design Total	$8,629

Permitting Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and pre-application research	2	4				
complete permit forms and compiled signed and sealed plan sets		4				
Address commments, revise, and re-submit plans	2	4	2		14	
Sub-Total Hours	4	12	2	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$900	$2,196	$330	$0	$1,316	$0
					Permitting Phase Total	$4,742

Bid Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech	Clerical
Compile plans and specifications for complete bid package		4		4	4	
Attending one pre-bid conference		2				
Assist Village with answering bidders questions	2	2	2			
Assistance with Addendums		2	2			
Sub-Total Hours	2	10	4	4	4	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$660	$484	$376	$0
					Labor Sub-Total	$3,800

Construction Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	Inspector	Clerical
Prepare for and attend pre-construction meeting	2	2				
Review contractor's submittals		2	2			
Answer contractor's RFIs		4	6			
Site visits/ inspections		2			34	
Record Drawings/ review as-builts	1	2		4		
Permit closeout	2	2				
Sub-Total Hours	5	14	8	4	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 77.00	$ 66.00
Labor Cost	$1,125	$2,562	$1,320	$484	$2,618	$0
					Labor Sub-Total	$8,109

Sub-consultant - TGA	$3,500
Construction Phase Total:	$11,609
GRAND TOTAL:	$62,413

April 14, 2022 (Revised 11.22.22) (Revised 11.29.22)

Sean Compel, P.E.
Principal
Stantec
901 Ponce de Leon Blvd., Suite 900
Coral Gables, FL 33134

Re: Experiential Signage and Graphic Design Services for North Bay Village Entry Features

Dear Mr. Compel:

We are pleased to present this contract for environmental signage and graphic design services for North Bay Village entry features.

Based on our conversation of your needs, I would propose our scope of work to be as follows:

Scope of Work: Phase 1 Concept Design (Phase 1)

1. As the first priority, TGA will provide three (3) design concepts of the West and East entry feature to the city for presentation to the City for North Bay Village based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. TGA will incorporate the new branding, logo, graphics and colors into the new signage concepts.

Scope of Work: Phase 2 Detailed Design Drawings

3. Upon the city's selection of a design, TGA will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense as TGA is not a professional rendering firm.
4. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.
5. Any civil or structural engineering, architectural or landscape architectural plans or specifications will need to be handled by your engineers/architects and are not included in the scope of work to be performed by TGA. Any civil site plans or R.O.W. drawings are to be provided by the city or its engineering consultants.

TGA is not an architectural or engineering firm and as such cannot provide sealed permit and construction drawings. If these services are requested or required by the client they can be contracted either through the city's consultants, or TGA can get a firm to provide these services at an added cost or reimbursable expense. Certain items will be able to be engineered once a concept is approved, by the selected sign fabricator's engineer. This is the way most sign fabricators work.

Note: As a professional experiential/environmental signage and graphic design firm with over 40 years of experience, TGA cannot provide concepts or drawings for free without a signed contract. Please feel free to look at our website, or ask for us to supply images of projects completed from our portfolio.

Tom Graboski
Associates, Inc.
Design

4649
Ponce de Leon Blvd.
Suite 401
Coral Gables,
Florida 33146

305.669.2550
Fax; 305.669.2539

Method of Operation
Our method of working is as follows:

Part 1 Analysis, Research, and Planning
Part 2 Final Design
Part 3 Documentation and Bidding
Part 4 Observation and Implementation

Phase 1:
Part 1: Analysis, Planning and Preliminary Design

A. Analysis of project requirements to define and identify areas of involvement to achieve effective graphic communication within the site.
   1. Review of plans of the project.
   2. Obtain necessary information concerning operating and functional requirements of the project.
   3. Review with Client budgetary considerations.
   4. Determine code requirements applicable to the project.

B. Planning and Preliminary Design
   1. Develop graphic systems and concepts for effective communication.
   2. Provide preliminary schedule and location drawings for graphic elements and signage.
   3. Provide schematic designs of elements showing approximate colors, sizes, shapes and styles, etc. (Three concepts to be presented).
   4. Review with Client: graphics schedules, copy, colors, locations, and messages for approval.

Part 2: Final Design and Coordination

A. Final Design
   1. Using applicable techniques, develop designs for items, which were approved in Part 1. (Two tweaks to selected concept are included in this proposal).
   2. Design and select appropriate alphabets, letterforms, color and materials for all items.
   3. Development of designs and presentation to Client.

B. Coordination
   1. Coordinate final copy with Client.
   2. Obtain approximate cost estimates for fabrication.

Phase 2:
Part 3: Documentation and Bidding

A. Design Development Drawings
   1. Provide final location plans and graphics schedule of all items.
   2. Provide detailed design development drawings for items and signage to be manufactured, suitable to obtain bids for fabrication from qualified manufacturers.

Part 4: Observation and Implementation

A. Observation of fabricator's work.
   1. Review shop drawings provided by fabricator for design accuracy.
   2. Inspect work in progress in fabricator's shop, if requested by Client as additional services and approved in advance.
   3. Observation of Installation (if requested by the Client).

All phases of the work mentioned will be reviewed and approved by the Client or his representative prior to work on the next phase. One individual appointed by the Client to make approvals to the designer is ideal and greatly reduces the time required to implement the project.

At all times, we will work closely with your staff and team of planners and architects to ensure a complete overall image.

Design Fee
TGA will perform the above scope of work listed above for a fixed design fee as detailed below, plus design related reimbursable expenses. It is the policy of TGA Design to require an initial payment on all new projects prior to starting work. An initial payment of $4,000.00, shall be made upon execution of this proposal and is the minimum payment under this proposal. We will begin work once this initial payment is received. Up to two (2) meetings with the City and and/or Stakeholder groups are included in this contract. Meetings over this amount will be billed hourly at our regular hourly rates.

1. Entry Feature Signage Conceptual Design: $7,500.00
   Concept Design paid to date: $4,000.00.
   Concept Design to 100% Completion: $3,500.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
10 hours	6.5 hours	5.25 hours

2. Design Development Drawings (Through CA) **: $15,000.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
45 hours	35 hours	10 hours

**DDDs are TGA's ready to bid drawings for each approved design developed in the course of this work. The time to develop each sign type varies.

See Hourly Rate Schedule on page 4 of this contract.

Reimbursable Expenses
Reimbursables include, but are not limited to, the following: renderings, prototypes, models, stock photos, commissioned illustrations, deliveries, mileage, photocopies, etc. Full receipt back-up for all charges will be submitted. Travel and lodging outside Dade and Broward Counties (approved in advance) will be billed at cost.

The Client shall pay any and all applicable sales tax as the Consultant bills them.

Invoices will be issued on a monthly basis according to the percentage of completion of each phase, plus reimbursable expenses. Payment for invoices are due upon receipt, any amount outstanding over thirty days from date of invoice will be subject to 1.5% per month interest on the unpaid balance.

Any variances requested would be pursued and secured by the Client. Any time spent seeking variances, preparing special documents or exhibits, and/or attending variance meetings, on behalf of the Client will be billed as additional services and is not included in this proposal.

Permits, consultants such as engineering and architectural services, or seals are not included. If required, they would be billed at cost or we could work with Client's architect.

Fabrication of signs, engineering of signs and footings and permits will be handled by the sign fabricators at the time of execution.

Additions and Changes

Any additions or changes to the scope of work after a phase has been approved will be billed at our regular hourly rates until the changes are back in phase. Regular hourly rates that apply are:

Principal	$190.00 per hour
Project Manager	$175.00 per hour
Senior Designer	$150.00 per hour
Graphic Designer	$120.00 per hour
Clerical	$ 50.00 per hour

Deliverables

TGA Design will produce all of the sign documents in Adobe Illustrator CC in the Macintosh format.

1. Detailed design drawings, plans, details, sections, elevations of signs, 11 x 17 format, Macintosh (Adobe Illustrator) format, suitable to communicate to fabricators design direction and details required for bidding.
2. Location plans: 11 x 17 sheets in PDF format.
3. Specifications will be provided on 8-1/2 x 11 format sheets in Microsoft Word and PDF file format.

The following are electronic file requirements for TGA Design, (for architect submitted drawings):

1. Save files as a PDF.
2. Send the cleanest base files for plans and elevations. Please remove all unnecessary layers.

Client Responsibilities

The Client's responsibilities shall begin with the provision of all information relative to the creation of a comprehensive Design Program. Furthermore, they shall provide all architectural plans, specifications and documents applicable to the Project, as well as information relative to deadlines and scheduling of all installation dates. All such information shall be assumed to be correct unless written notification is provided to the contrary. All information shall be provided to the Designer in a timely manner compatible with project time schedules. No work can commence without required plan(s) being given to TGA.

The Client shall render decisions on all submissions by the Consultant within a mutually agreed upon time period specified with each submission. Failure by the Client to respond within the allotted time shall necessitate suspension of the Consultant's Services until such response is received. It is therefore most important that the Client appoint an individual representative to render such decisions so as to avoid any unnecessary delay in the orderly progress of the work, or adherence to Client requested schedule.

We request appointment of a Client primary project manager who is familiar with the functional aspects of the entire project and who will act as the project manager for the duration of this project. This individual must be available on a full-time, first priority basis throughout the critical Phase One, in order to achieve the stated schedules. The individual will work side by side with the TGA project manager for critical Phase One, procure all information TGA needs during the project and be the primary decision-maker for the Client in consultations with TGA.

Ownership of Documents and/or Design

Original drawings and specifications, as instruments of Service are, and shall remain the property of the Designer. Any design in its final form selected and approved by the Client becomes the exclusive property of the Client. At the completion of the project the Client will receive a complete reproducible set of drawings of all approved final designs, as well as all graphics, electronically.

The drawings and specifications are prepared expressly for the *North Bay Village Entry Feature Signage* as developed by TGA Design. Use by the Client of the above mentioned drawings and specifications for any project other than this project is allowed provided that TGA Design is indemnified against any and all legal action arising from their use, and appropriate compensation is paid to the Designer.

The Client and/or Designer may terminate this project at any time by notifying the Designer and/or Owner by e-mail of such intent. At least seven (7) days written notice shall be provided for termination of services under this agreement. Upon such notification, an invoice for the Designer's services on the project will be sent to the Client, billed to the end of the phase in which the termination occurs. All expenses directly attributable to termination or suspension shall be included in this invoice.

Extent of Agreement

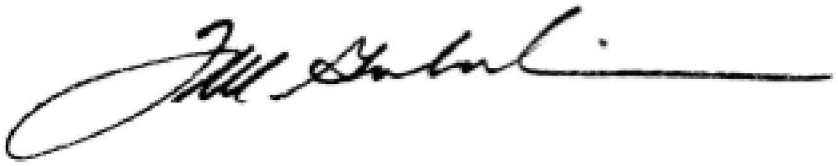
This letter represents the entire Agreement between the Client and the Designer, and supersedes all prior negotiations, representations and agreements. This Agreement may be amended only by written instrument signed by both the Client and Designer and attached hereto.

Projects halted for more than 90 days may be subject to renegotiation of the contract at Designer's discretion due to other scheduling conflicts, which may result. This agreement shall be governed by the Laws of the State of Florida.

If this agreement meets with your approval, please sign a copy and return to us, along with your $4,000. initial payment. Upon receipt, we will proceed with the work outlined.

We are excited at the prospect of working with you on this project.

Very truly yours,



Tom Graboski
President

Approved by:

_____

Title: _____

Date: _____

WORK ORDER No. 010-A1

Dated this 17th day of February 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

ENTRANCE WAY SIGN EAST - DESIGN

PROFESSIONAL SERVICES

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Our scope of services and schedule of fees are below. The scope of the services is based on email correspondence and our understanding of the project.

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The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

SPECIFIC SCOPE OF SERVICES

Task 1 –Design Development Phase

During the design development phase, Stantec and its sub-consultant, TGA Design, will complete the following scope of work:

1. We will provide three (3) designs of the East entry feature to the Village for approval, based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. We will incorporate the new branding, logo, graphics and colors into the new signage concepts. The sign shall include on the back side (facing west) "Thanks for visiting! Gracias por visitarnos!"
3. We will also provide a rough magnitude of cost during this phase.
4. Create base AutoCAD drawing files based on those provided by the Village as part of the North Plaza project (designed by others).
5. We will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense.
6. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.

Task 2 – 60% Design Phase

During the 60% design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Stantec will coordinate with the Village's geotechnical engineer to amend the previous soil report to include foundation recommendations for the proposed entry sign.
3. Civil layout plans will be completed to include geometry and a basic grading plan indicating top of footing.
4. Lighting will be coordinated, and fixtures selected.
5. Structural design will be completed for the foundation only.
6. Elevation view/exhibit will be provided to demonstrate it doesn't conflict with other signs.

Task 3 – Final Design Phase

During the final design phase, Stantec will complete the following scope of work

1. Coordinate the proposed work with the other planned improvements in the immediate area.
2. Civil layout plans will be completed.
3. Electrical engineer design plans will be completed. The electrical will tie into the new panel being installed as part of the North Plaza project.
4. Structural design will be completed for the foundation only. Plans, details, and calculations will be provided.

Task 4 – Permitting Phase

1. During the permitting phase, we will coordinate and submit plans to FDOT for permit approvals.
2. Comments will be addressed, and revised plans will be re-submitted for approval.
3. Building permit through the Village will be secured by the selected contractor. The selected contractor will be required to provide a fully engineered sign feature including plans and calculations signed and sealed by a professional engineer.

Task 5 – Bid Assistance Phase

During the construction phase, Stantec will assist with the following tasks:

1. Compile plans and specifications for complete bid package
2. Attend one pre-bid meeting
3. Assist Village with answering bidders' questions
4. Assistance with Addendums

Task 6 – Construction Phase

During the construction phase, Stantec will assist with the following tasks:

1. Attend one pre-construction meeting
2. Review contractor's submittals and shop drawings
3. Answer contractor's requests for information
4. Perform up to 10 Site visits/inspections.
5. Review contractor's as-builts and provide record drawings.
6. Permit closeout

Exclusions:

- Topographic or boundary survey
- Irrigation design
- Permitting fees
- Drainage Calculations or modeling
- Maintenance of traffic plan.
- Environmental assessments or engineering

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in:
Task 1 within 45 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not to Exceed amounts:

Task 1 – Design Development Phase	$23,325
Task 2 – 60% Design Phase	$10,305
Task 3 – Final Design Phase	$8,629
Task 4 – Permitting Phase	$4,742
Task 5 – Bid Assistance Phase	$3,800
Task 6 – Construction Phase	$11,609
Grand Total	**$62,413**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Sean Compel
Stantec Consulting Services Inc.
901 Ponce de Leon, Suite 901
Coral Gables, FL 33134
Email: seancompel@stantec.com
Phone: 305-445-2900

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba L. Chang, CMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE

& BIERMAN, PL
TITLE: Village Attorney

Stantec Consulting Services Inc.

WITNESSES:

Robert Fohrenbach
[Witness print/type name]

Sean Campel
[Witness print/type name]

(CORPORATE SEAL)

Stantec Consulting Services Inc., a New York corporation.

RAMON CASTELLA
[Print Name, check title]

☐ President ☑ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Christopher O. Hesiler
[Print Name]

STANTEC CONSULTING SERVICES INC. Corporate Seal

STATE OF Florida :
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of January, 2023, by Ramon Castella as Vice President for Stantec Consulting Services, Inc. a New York company (or corporation).

(SEAL)

HEIDI PEREZ
MY COMMISSION # GG 343913
EXPIRES: August 4, 2023
Bonded Thru Notary Public Underwriters

(Signature of Notary Public – State of Florida)

Heidi Perez
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

FEE WORKSHEET

DATE: January 5, 2023

PROJECT: North Bay Village
Entrance-Way Sign - East

Design Development Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Create base sheets from available information (no survey) for each of 2 locations		2			12	
Coordination, management, up to 3 meetings with Village	2	12			2	
Sub-Total Hours	2	14	0	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$2,562	$0	$0	$1,316	$0
					Labor Sub-Total	**$4,328**

Sub-consultant - TGA **$15,000**
Geotechnical Allowance **$4,000**

Design Development Total: **$23,328**

60% Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination, file setup, management	1	1	1		2	
Civil layout design	1	2			12	
Structural plans and details		2	8	8	10	
Stuctural calculations			4	6		
Lighting selection		2				
Electrical design and plans		1	2			
Elevation view/exhibit		2	4		10	
Sub-Total Hours	2	10	19	14	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$3,135	$1,694	$3,196	$0
					60% Design Total	**$10,305**

Final Design Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and management	1	1	1		2	
Civil layout design	1	2			6	
Structural plans and details		2	4	4	20	
Stuctural calculations			2	2		
Electrical design and plans		1	4	8	10	
Sub-Total Hours	2	6	11	14	38	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,098	$1,815	$1,694	$3,572	$0
					Final Design Total	**$8,629**

Permitting Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech.	Clerical
Coordination and pre-application research	2	4				
complete permit forms and compiled signed and sealed plan sets		4				
Address commments, revise, and re-submit plans	2	4	2		14	
Sub-Total Hours	4	12	2	0	14	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$900	$2,196	$330	$0	$1,316	$0
					Permitting Phase Total	**$4,742**

Bid Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	CAD Tech	Clerical
Compile plans and specifications for complete bid package		4		4	4	
Attending one pre-bid conference		2				
Assist Village with answering bidders questions	2	2	2			
Assistance with Addendums		2	2			
Sub-Total Hours	2	10	4	4	4	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 94.00	$ 66.00
Labor Cost	$450	$1,830	$660	$484	$376	$0
					Labor Sub-Total	**$3,800**

Construction Assistance Phase	Principal	Project Manager	Senior Engineer	Project Engineer	Inspector	Clerical
Prepare for and attend pre-construction meeting	2	2				
Review contractor's submittals		2	2			
Answer contractor's RFIs		4	6			
Site visits/inspections		2			34	
Record Drawings/review as-builts	1	2		4		
Permit closeout	2	2				
Sub-Total Hours	5	14	8	4	34	0
Billing Rate	$ 225.00	$ 183.00	$ 165.00	$ 121.00	$ 77.00	$ 66.00
Labor Cost	$1,125	$2,562	$1,320	$484	$2,618	$0
					Labor Sub-Total	**$8,109**

Sub-consultant - TGA	**$3,500**
Construction Phase Total:	**$11,609**
GRAND TOTAL:	**$62,413**

April 14, 2022 (Revised 11.22.22) (Revised 11.29.22)

Tom Graboski
Associates, Inc.
Design

4649
Ponce de Leon Blvd.
Suite 401
Coral Gables,
Florida 33146

305.669.2550
Fax; 305.669.2539

Sean Compel, P.E.
Principal
Stantec
901 Ponce de Leon Blvd., Suite 900
Coral Gables, FL 33134

Re: Experiential Signage and Graphic Design Services for North Bay Village Entry Features

Dear Mr. Compel:

We are pleased to present this contract for environmental signage and graphic design services for North Bay Village entry features.

Based on our conversation of your needs, I would propose our scope of work to be as follows:

Scope of Work: Phase 1 Concept Design (Phase 1)

1. As the first priority, TGA will provide three (3) design concepts of the West and East entry feature to the city for presentation to the City for North Bay Village based on the site plan, the new landscape designs, and architectural drawings provided by the Client and/or architect/engineers, as well as signage drawings for the new East Park at the North edge of the bridge.
2. TGA will incorporate the new branding, logo, graphics and colors into the new signage concepts.

Scope of Work: Phase 2 Detailed Design Drawings

3. Upon the city's selection of a design, TGA will provide up to two (2) tweaks of the selected design. Any further changes to the selected design will be handled as additional services. A colored elevation rendering of the finished design will be provided showing a day and night look. If additional AutoCad or 3D perspective professional renderings are needed they can be contracted as an additional expense as TGA is not a professional rendering firm.
4. Upon selection of a final design, TGA will provide detailed design development drawings suitable for the client to get bids for fabrication and installation of the selected designs from qualified fabricators.
5. Any civil or structural engineering, architectural or landscape architectural plans or specifications will need to be handled by your engineers/architects and are not included in the scope of work to be performed by TGA. Any civil site plans or R.O.W. drawings are to be provided by the city or its engineering consultants.

TGA is not an architectural or engineering firm and as such cannot provide sealed permit and construction drawings. If these services are requested or required by the client they can be contracted either through the city's consultants, or TGA can get a firm to provide these services at an added cost or reimbursable expense. Certain items will be able to be engineered once a concept is approved, by the selected sign fabricator's engineer. This is the way most sign fabricators work.

Note: As a professional experiential/environmental signage and graphic design firm with over 40 years of experience, TGA cannot provide concepts or drawings for free without a signed contract. Please feel free to look at our website, or ask for us to supply images of projects completed from our portfolio.

Method of Operation
Our method of working is as follows:

Part 1 Analysis, Research, and Planning
Part 2 Final Design
Part 3 Documentation and Bidding
Part 4 Observation and Implementation

Phase 1:
Part 1: Analysis, Planning and Preliminary Design

A. Analysis of project requirements to define and identify areas of involvement to achieve effective graphic communication within the site.
   1. Review of plans of the project.
   2. Obtain necessary information concerning operating and functional requirements of the project.
   3. Review with Client budgetary considerations.
   4. Determine code requirements applicable to the project.

B. Planning and Preliminary Design
   1. Develop graphic systems and concepts for effective communication.
   2. Provide preliminary schedule and location drawings for graphic elements and signage.
   3. Provide schematic designs of elements showing approximate colors, sizes, shapes and styles, etc. (Three concepts to be presented).
   4. Review with Client: graphics schedules, copy, colors, locations, and messages for approval.

Part 2: Final Design and Coordination

A. Final Design
   1. Using applicable techniques, develop designs for items, which were approved in Part 1. (Two tweaks to selected concept are included in this proposal).
   2. Design and select appropriate alphabets, letterforms, color and materials for all items.
   3. Development of designs and presentation to Client.

B. Coordination
   1. Coordinate final copy with Client.
   2. Obtain approximate cost estimates for fabrication.

Phase 2:
Part 3: Documentation and Bidding

A. Design Development Drawings
   1. Provide final location plans and graphics schedule of all items.
   2. Provide detailed design development drawings for items and signage to be manufactured, suitable to obtain bids for fabrication from qualified manufacturers.

Part 4: Observation and Implementation

A. Observation of fabricator's work.
   1. Review shop drawings provided by fabricator for design accuracy.
   2. Inspect work in progress in fabricator's shop, if requested by Client as additional services and approved in advance.
   3. Observation of Installation (if requested by the Client).

All phases of the work mentioned will be reviewed and approved by the Client or his representative prior to work on the next phase. One individual appointed by the Client to make approvals to the designer is ideal and greatly reduces the time required to implement the project.

At all times, we will work closely with your staff and team of planners and architects to ensure a complete overall image.

Design Fee
TGA will perform the above scope of work listed above for a fixed design fee as detailed below, plus design related reimbursable expenses. It is the policy of TGA Design to require an initial payment on all new projects prior to starting work. An initial payment of $4,000.00, shall be made upon execution of this proposal and is the minimum payment under this proposal. We will begin work once this initial payment is received. Up to two (2) meetings with the City and and/or Stakeholder groups are included in this contract. Meetings over this amount will be billed hourly at our regular hourly rates.

1. Entry Feature Signage Conceptual Design: $7,500.00
   Concept Design paid to date: $4,000.00.
   Concept Design to 100% Completion: $3,500.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
10 hours	6.5 hours	5.25 hours

2. Design Development Drawings (Through CA) **: $15,000.00

   Estimated Hourly Rate Breakdown:

Principal @ $190	Senior Designer @ $150	Graphic Designer @ $120
45 hours	35 hours	10 hours

**DDDs are TGA's ready to bid drawings for each approved design developed in the course of this work. The time to develop each sign type varies.

See Hourly Rate Schedule on page 4 of this contract.

Reimbursable Expenses
Reimbursables include, but are not limited to, the following: renderings, prototypes, models, stock photos, commissioned illustrations, deliveries, mileage, photocopies, etc. Full receipt back-up for all charges will be submitted. Travel and lodging outside Dade and Broward Counties (approved in advance) will be billed at cost.

The Client shall pay any and all applicable sales tax as the Consultant bills them.

Invoices will be issued on a monthly basis according to the percentage of completion of each phase, plus reimbursable expenses. Payment for invoices are due upon receipt, any amount outstanding over thirty days from date of invoice will be subject to 1.5% per month interest on the unpaid balance.

Any variances requested would be pursued and secured by the Client. Any time spent seeking variances, preparing special documents or exhibits, and/or attending variance meetings, on behalf of the Client will be billed as additional services and is not included in this proposal.

Permits, consultants such as engineering and architectural services, or seals are not included. If required, they would be billed at cost or we could work with Client's architect.

Fabrication of signs, engineering of signs and footings and permits will be handled by the sign fabricators at the time of execution.

Additions and Changes

Any additions or changes to the scope of work after a phase has been approved will be billed at our regular hourly rates until the changes are back in phase. Regular hourly rates that apply are:

Principal	$190.00 per hour
Project Manager	$175.00 per hour
Senior Designer	$150.00 per hour
Graphic Designer	$120.00 per hour
Clerical	$ 50.00 per hour

Deliverables

TGA Design will produce all of the sign documents in Adobe Illustrator CC in the Macintosh format.

1. Detailed design drawings, plans, details, sections, elevations of signs, 11 x 17 format, Macintosh (Adobe Illustrator) format, suitable to communicate to fabricators design direction and details required for bidding.
2. Location plans: 11 x 17 sheets in PDF format.
3. Specifications will be provided on 8-1/2 x 11 format sheets in Microsoft Word and PDF file format.

The following are electronic file requirements for TGA Design, (for architect submitted drawings):

1. Save files as a PDF.
2. Send the cleanest base files for plans and elevations. Please remove all unnecessary layers.

Client Responsibilities

The Client's responsibilities shall begin with the provision of all information relative to the creation of a comprehensive Design Program. Furthermore, they shall provide all architectural plans, specifications and documents applicable to the Project, as well as information relative to deadlines and scheduling of all installation dates. All such information shall be assumed to be correct unless written notification is provided to the contrary. All information shall be provided to the Designer in a timely manner compatible with project time schedules. No work can commence without required plan(s) being given to TGA.

The Client shall render decisions on all submissions by the Consultant within a mutually agreed upon time period specified with each submission. Failure by the Client to respond within the allotted time shall necessitate suspension of the Consultant's Services until such response is received. It is therefore most important that the Client appoint an individual representative to render such decisions so as to avoid any unnecessary delay in the orderly progress of the work, or adherence to Client requested schedule.

We request appointment of a Client primary project manager who is familiar with the functional aspects of the entire project and who will act as the project manager for the duration of this project. This individual must be available on a full-time, first priority basis throughout the critical Phase One, in order to achieve the stated schedules. The individual will work side by side with the TGA project manager for critical Phase One, procure all information TGA needs during the project and be the primary decision-maker for the Client in consultations with TGA.

Ownership of Documents and/or Design

Original drawings and specifications, as instruments of Service are, and shall remain the property of the Designer. Any design in its final form selected and approved by the Client becomes the exclusive property of the Client. At the completion of the project the Client will receive a complete reproducible set of drawings of all approved final designs, as well as all graphics, electronically.

The drawings and specifications are prepared expressly for the *North Bay Village Entry Feature Signage* as developed by TGA Design. Use by the Client of the above mentioned drawings and specifications for any project other than this project is allowed provided that TGA Design is indemnified against any and all legal action arising from their use, and appropriate compensation is paid to the Designer.

The Client and/or Designer may terminate this project at any time by notifying the Designer and/or Owner by e-mail of such intent. At least seven (7) days written notice shall be provided for termination of services under this agreement. Upon such notification, an invoice for the Designer's services on the project will be sent to the Client, billed to the end of the phase in which the termination occurs. All expenses directly attributable to termination or suspension shall be included in this invoice.

Extent of Agreement

This letter represents the entire Agreement between the Client and the Designer, and supersedes all prior negotiations, representations and agreements. This Agreement may be amended only by written instrument signed by both the Client and Designer and attached hereto.

Projects halted for more than 90 days may be subject to renegotiation of the contract at Designer's discretion due to other scheduling conflicts, which may result. This agreement shall be governed by the Laws of the State of Florida.

If this agreement meets with your approval, please sign a copy and return to us, along with your $4,000. initial payment. Upon receipt, we will proceed with the work outlined.

We are excited at the prospect of working with you on this project.

Very truly yours,

Tom Graboski
President

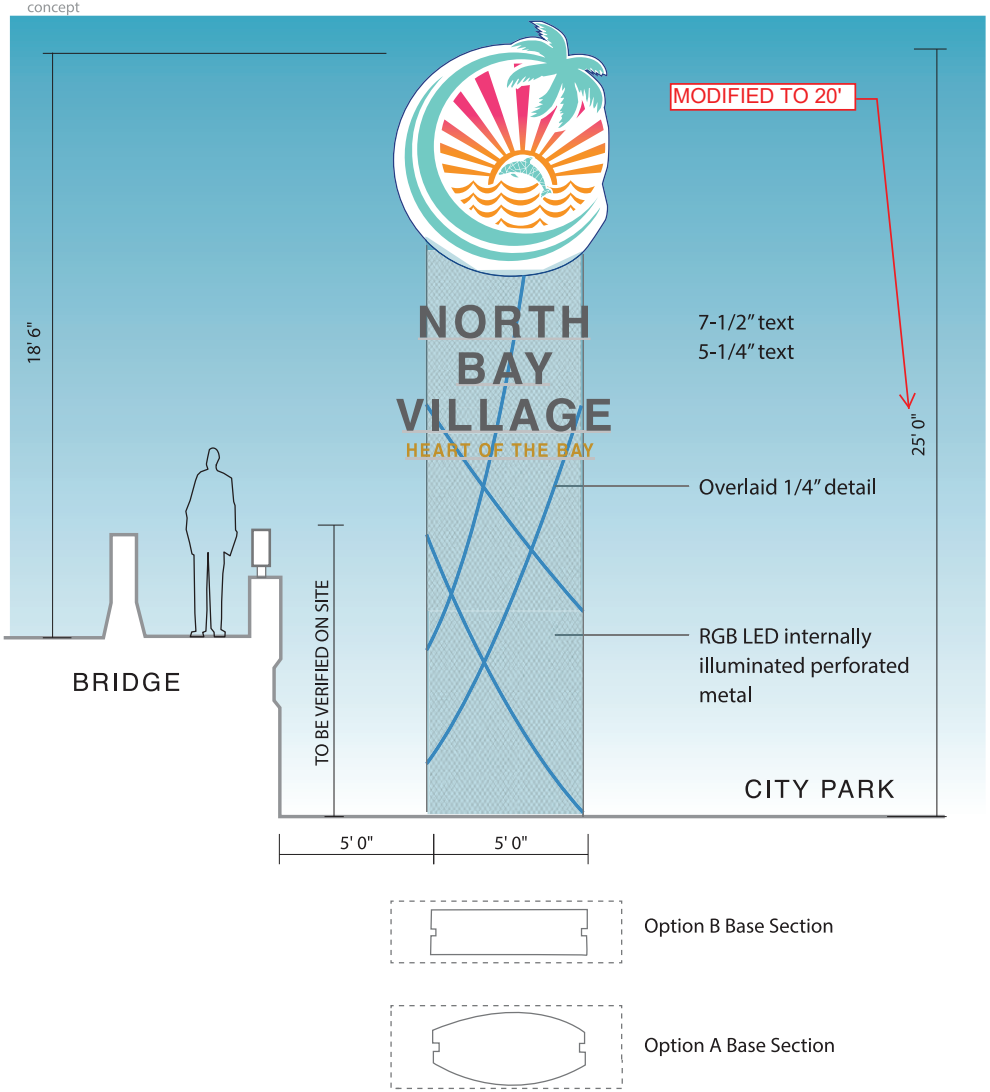
Approved by:

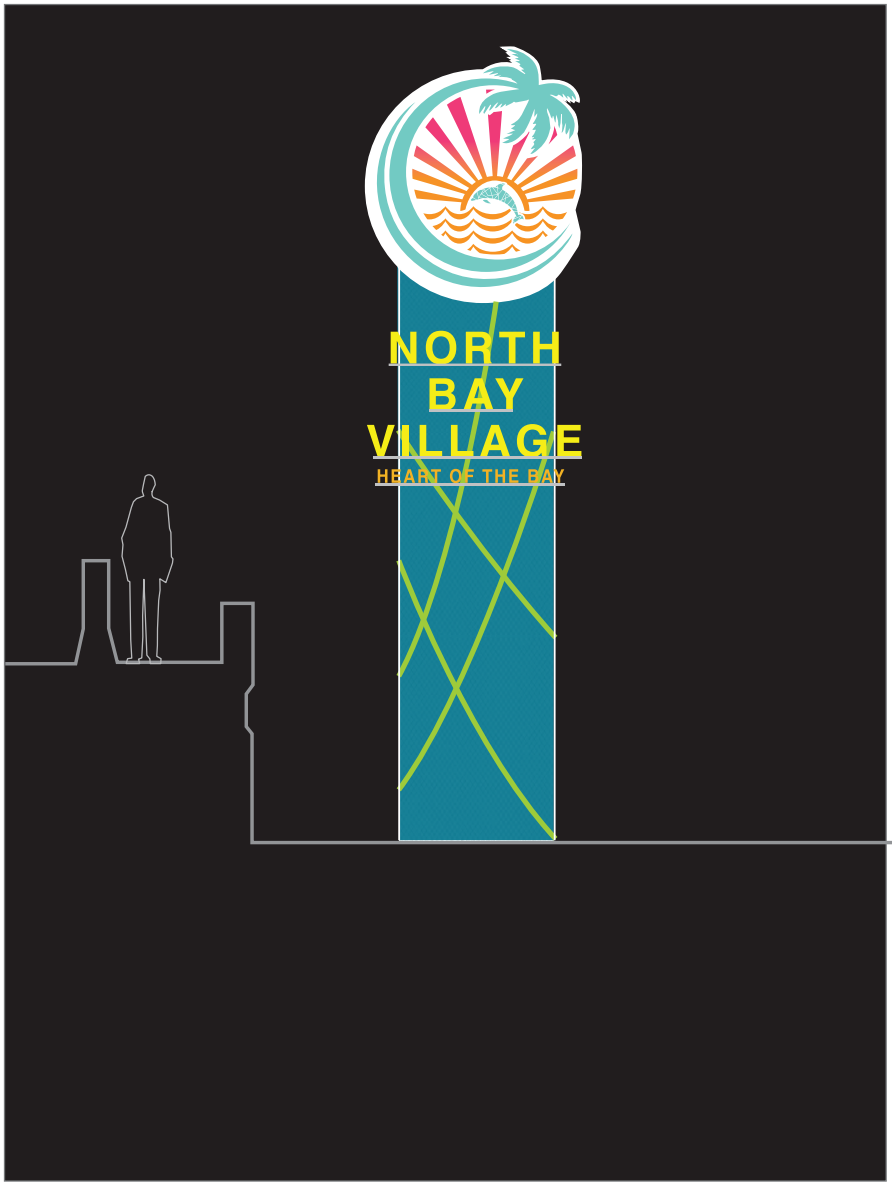
_____

Title: _____

Date: _____

B
concept





ESTIMATED CONSTRUCTION COST: $81,000

scale: 1/4" = 1'-0"

NORTH BAY VILLAGE
ENTRANCE SIGN
CONCEPT B
5.5.2022

tgadesign
tom grabeski associates inc.
4640 ponce de leon blvd. suite 401 coral gables, florida 33146
305.669.2550 www.tgadesign.com contact: david@tgadesign.com

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS)**

RECOMMENDATION

Approve a **revised** proposal recommended by the Planning and Zoning Board.

BACKGROUND AND ANALYSIS

This is a privately initiated text amendment request. See attached documentation.

On June 4, 2025, the Planning and Zoning Board met to review the proposed amendments. The Board first considered Staff's recommendations one by one, and then voted individually on each of the proposals, modifying two of them.

It is recommended that the Village Commission approve a revised proposal recommended by the Planning and Zoning Board, pursuant to the following votes:

*** Amendment to Sec. 15.2.C. - Measurement of Height**
Applicant proposal: Increase allowable height of mechanical equipment on rooftop from 10 ft to 25 ft.
Staff recommendation: Approve as proposed (alternatively, incorporate height into Amendment 2)
PZB motion: Approved as recommended by Staff (as proposed).

Vote: Unanimous in favor

*** Amendment 2 - Sec. 15.3.C.7(d) - View Corridors**
Applicant proposal: Allow buildings in the T6-30, above the 1st story, to cantilever over the required view corridor up to 8% of the lot width, if they provide an equivalent view corridor on the opposite side of the property.
Staff recommendation: Deny (alternatively, reduce to 8% of the width of the view corridor width, or reduce the % of total encroachment, and establish a minimum width for the additional view corridor).
PZB motion: Eliminate the cantilever proposal, but amend to allow an optional reduction of the required 20% view corridor on the west side to no less than 12% of the lot width. In such instances, at least 8% of the lot width on the east side of the property shall be reserved for a view corridor.
PZB vote: Unanimous in favor.

***Amendment 3 - Sec. 15.4 - Definition of Terms**
Applicant proposal: Amend the definition of "Floorplate" to remove balconies from the calculation of floorplate area.
Staff recommendation: Approve as proposed.
PZB motion: Approved as recommended by Staff.
PZB vote: Unanimous in favor.

*** Amendment 4 - Sec. 15.7.C. Summary table and illustrations – T6-30**
Applicant proposal: Introduce a height bonus of up to 10% above the maximum of 340 ft., subject to payment of community contribution fee.
Staff recommendation: If approved, amend language to reference Sec. 8.12 (bonus height for RM-70); fee amount as may be determined by Village Commission following community contribution fee study.
PZB motion: Approve with amendment to reference fee schedule for RM-70 (Sec. 8.12).
PZB vote: Unanimous in favor.

The Board then voted to unanimously recommend approval of the amendments, as modified by PZB, to the Village Commission.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Staff Report T6 Text Amendment (VC 061725).pdf
Ordinance - T6 Amendment Privately Initiated -FR.docx
1.1725 Kennedy Text Amendment Application Form-.pdf
2. Letter of Intent - Zoning Text Amendments.pdf
3. Illustrations for Text Amendments.pdf
Public Notice - MDC Legal Ads - 06.04.2025.pdf

NORTH BAY VILLAGE
EST. 1945

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **June 17, 2025**

To: **Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **Amendment to Chapter 15 of the ULDC - Rooftop/Mechanical Structures, Bonus Height, Floorplate Limitations, and View Corridor Standards**

---

1. General Information

Applicant:	MG Prosper NBV, LLC
Applicant Address:	301 Almeria Avenue, Ste 330, Coral Gables FL 33134
Site Address:	N/A
Site Acreage	N/A
Folio Number	N/A
Contact Person/Owner Representative:	Graham Penn BRFLT
Phone Number/Email:	305.377.6229/gpenn@brzoninglaw.com

2. Description of Applicant Request

This is a privately initiated request to amend the Village's Unified Land Development Code, specifically sections 15.2.C., 15.3.C., 15.4, and 15.7.C of Chapter 15, "Form-Based Code." The proposed changes would, according to the descriptions provided in the Letter of Intent, have the following impact:

- Create a height bonus of up to 10% subject to payment of community contribution fees.
- Increase the height and roof coverage allowance for already certain rooftop structures.
- Restrict the measurement of floorplate size to indoor floor areas (i.e., excluding balconies).
- Allow a building, above the 1st story, to cantilever over the required view corridor (west) up to 8% of the lot width, as long as the project provides an equivalently sized view corridor on the opposite side of the property (east).

The Applicant believes that these revisions "will improve the quality of development in the T6 transect."

The proposed wording changes are as follows, per the Letter of Intent:

[…]

CHAPTER 15, FORM-BASED CODE

[…]

§. **15.2 – General to Transect Zones**.

[…]

C. Measurement of height.

[…]

4. Except as specifically provided herein, the Height limitations of this Code shall not apply to any roof Structures for housing stairways, elevators, tanks , ventilating fans, solar energy collectors, Green Roofs or similar equipment required to operate and maintain the Building, provided that such Structures shall not cover more than ~~twenty percent (20%)~~ forty percent (40%) of roof area and shall not exceed the maximum Height by ~~ten (10)~~ twenty-five (25) feet; nor to church House of Worship spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar Structures, which may be allowed to exceed the maximum Height by Waiver; nor to fire or parapet walls, which shall conform to the Building Development Standards for each Transect Zone as described in Section 15.3. Solar energy collectors, Wind Turbines. and the structural components of green roofs are subject to the Height exceptions provided by Sec. 8. 17.G.

[…]

§. **15.3 – Specific to transect zones – Kennedy Boulevard District (KBD**).

[…]

C. Development standards for T6 Transect Zone.

[…]

7. Landscape and Waterfront Design Standards

(d) View Corridors

(1) The width of the view corridor shall equal 20 percent of the lot width. In T6-30, the view corridor shall be located on the west side of the lot. In T6-30, buildings may cantilever over the view corridor up to 8% of the lot width above the first story as long as an equal width view corridor open to the sky is located on the east side.

[…]

§. **15.4 –Definitions**.

[…]

B. Definition of Terms.

[…]

"F" Terms

[…]

Floorplate. The total indoor ~~and outdoor~~ floor area of any given story of a building measured to the exterior of the wall ~~or balcony~~.

[…]

§. **15.7.C. – Summary table and illustrations – T6-30**.

[…]

ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 340 feet, whichever is less (up to 10% additional height in feet available by bonus)
1. Forecourts shall be pedestrian only. 2. Not allowed facing Kennedy Causeway † Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 of the ULDC. See *Section 15.2.H* for additional requirements.	

[…]

3. Background and Analysis

On February 9, 2021, the Village Commission adopted Ordinance No. 2021-004 adding Chapter 15, "Form-Based Code," to the Unified Land Development Code to implement the vision and goals of the NBV100 Master Plan and amended related sections of the ULDC that were impacted by the new Chapter 15. The Form-Based Code concerns, primarily, the development of land which adjoins both sides of the 79th Street Causeway (aka John F. Kennedy Causeway) on Treasure Island.

For the past four years, the North Bay Village Commission has carefully evaluated private project proposals for new development on undeveloped sites or redevelopment of underdeveloped sites along the Causeway in accordance with the Form Based Code, including two Special Area Plans. Special Area Plans encourage the master planning of assembled parcels that exceed specific land area thresholds, "…in order to provide greater integration of improvements and infrastructure, enable thoroughfare connectivity, encourage a variety of building heights, massing and streetscape design, and provide high quality design elements…" A third SAP is currently under review.

More than 19 (or nearly 56%) of the approximately 34 acres of land zoned T6 Transect have received site plan or SAP approvals since the adoption of the Form Based Code. Of the remaining

sites, many are developed either with serviceable commercial buildings, condominiumized residential, or a mix of both. Most of the commercial uses are on smaller, individual parcels. Owners of such parcels are, as in the current case, likely to seek adjustment of certain requirements or restrictions in the Form Based Code to be more competitive with the larger projects.

In this context, Staff offers the following consideration of the Applicant's rationale for requesting the proposed text amendments:

Section	Applicant's Rationale	Staff's Analysis
Sec.15.2. C.4.	"Any modern multifamily building, especially those contemplated in the T6 transect, will require a significant amount of mechanical rooftop elements. The current ULDC permits these elements to encompass no more than 20% of the roof area and be no taller than ten (10) feet in height. These limits constrain modern development unduly – most rooftop mechanical structures will exceed the current limits in height. For smaller towers, the limit on the coverage of the rooftop is unduly limiting."	Staff acknowledge that the height exceptions provided in the current ULDC for appurtenances has proven insufficient to accommodate the mechanical equipment needs of modern tall buildings, including HVAC systems (air conditioning, heating, ventilation), generators, cooling towers, water tanks, storage tanks, and communication equipment. The height of mechanical equipment above the roof deck can vary, requiring additional height especially if housed within a penthouse or enclosed structure. While Staff supports providing more height for mechanical equipment, perhaps it should be more limited than 25 feet, given the fact that the Applicant is also suggesting additional building height which could be used to accommodate some of the mechanical equipment height needs. Also, if the proposed amendment is accepted, it is recommended that the screening requirements of Sec. 15.3.C.2.l. be reviewed/reinforced.
15.3. C.7(d)	"Each parcel along Biscayne Bay in the Village must provide a 20% view corridor on one side of the site to allow for public access to the Island Walk. In the T6-30 transect, the ULDC currently requires the view corridor to be located on the west side of a lot. Under the current ULDC, a building may be located at zero (0) feet from the eastern property line. The	Staff acknowledge that this provision could expand flexibility of design for applicants, especially those with smaller sites. In addition, allowing the building to cantilever to some extent over the required west view corridor could offer an alternative protection from the elements over portions of the Island Walk public accessway. However, with the building

	Applicant sees an opportunity to allow additional flexibility as to the design of the view corridor in a manner that will measurably improve the overall pedestrian experience along the corridor. The Applicant proposes to allow property owners to cantilever a building over maximum of eight (8) percent of the western view corridor at a height above the first story, as long as the project provides an equivalently sized view corridor on the east side of the property that is open to the sky. The percent of a lot that is devoted to a view corridor would increase for projects that take advantage of the proposed flexibility, For example, a project that takes advantage of the maximum eight (8) percent cantilever would be required to develop an overall view corridor of twenty-eight (28) percent – twenty-percent on the west side (with twelve percent open to the sky) and eight percent on the east side – completely open to the sky."	cantilevering above the first story, the sense of openness within the view corridor, as viewed from the street would be more constrained, and the accessway could become more tunnel-like in smaller sites where the view corridor is narrower to begin with. If the west view corridor accommodates vehicular access, the limitation becomes even more apparent. The proposed balance of an equivalent view corridor on the east size likely would still not provide the wide open view intended by the current language (unless considered in conjunction with the west view corridor of a site located to the east, from which, however, the east view corridor could be separated by a property boundary fence), but it would provide a secondary access way to the water, which supports the goal of expanding public waterfront access. If this amendment is accepted, the definition of View Corridor in Sec. 15.4.B. may also need to be reviewed for consistency.
15.4. B.	"The ULDC currently establishes a cap on floorplate sizes above a building pedestal in the T6 transects. For residential uses, for example, that cap is 15,000 square feet. The ULDC also currently defines building floorplate as being measured to edge of a balcony. This actively discourages the development of generous balconies because property owners will lose saleable floor area from units if balconies are too large. The Applicant believes that outdoor balconies should instead be directly encouraged by excluding that area from the floor plate definition – while retaining all required setbacks. Allowing architects the freedom to develop larger balconies will result	In architectural design, the definition of "floor plate" typically refers to the total area of a single floor within a building, measured between the exterior walls or the glazing line of windows. It generally does not include balconies in the calculation of the floor plate area. Thus, Staff supports this change, provided that other limitations on balconies remain intact or be added.

	in better-designed buildings in the Village."	
15.7. C.	"The T6-30 transect permits a maximum building height of 340 feet or thirty (30) stories, whichever is less. As you know, the amount of T6-30 land has been significantly reduced due to the approval of two Special Area Plans (SAPs) on the north side of Causeway. Both SAPs permit significantly additional height than T6-30. Given the changed environment on the north side of the Causeway, the Applicant believes that providing some height flexibility – approved only by the Village Commission and subject to the payment of community contribution fees – is reasonable. The Applicant is proposing to allow the Commission to approve up to ten (10) percent of additional height. This additional height would allow for design flexibility for the high quality developments the Village wants to see in this area – providing space for taller ceilings, mechanical parking, and interstitial space to accommodate rooftop planters and pools, for example.	It is true that recent projects have sought to reallocate height via the SAP process, resulting in certain potential buildings that could greatly exceed the current maximum T6-30 zoning district height of 340 feet. Such circumstances were contemplated within the provisions of the SAP, and the decision to allow such reallocations was, in each case, made following meticulous scrutiny by the Village Commission. The Applicant's proposed change involves, in essence, establishing new policy that could allow all future "as of right" projects in the T6-30 zone (not SAP) to aspire to 374 feet, and even 399 feet if the proposal for additional mechanical equipment height is considered. It must be noted, however, that the Applicant suggest this additional height would be approved as a bonus by the Village Commission subject to the payment of Community Contribution Fees – something that the Village likely will find desirable. However, the Applicant does not suggest, in their proposed amendment, what the fees should be or how they will be calculated. At a minimum, Staff recommends that, if this amendment is accepted, the bonus be structured similar to the bonus provided for in Sec. 8.12, and that the fee be established at the same level, or higher, that the fee that may be recommended via the study to be conducted at the direction of the Commission at the 05.20.25 meeting.

As always, the Village Commission has the authority to accept or reject these proposals, depending on whether they promote or detract from the Village's overarching vision for the 79th Street Causeway.

4. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

Generally, the proposed amendments are consistent with the following statements in the NBV100 Comprehensive Plan:

Future Land Use Element

Objective 2.1
Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed; and

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations as necessary.

Objective 2.2
Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

Policy 2.2.10: the Village shall develop and implement a strategy to support the expansion of existing Village businesses and incentivize new business to locate in the Village.

Objective 2.4
In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District, while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline and better architecture, consistent with the goals of the NBV100 Master Plan and this comprehensive plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks and building heights that align with the goals of the NBV100 Master Plan to define the envelope of buildings in the Commercial Future Land Use District.

Coastal Management Element

Objective 8.2
Increase public access to coastal views and recreational opportunities such as boardwalks, marinas, kayak and canoe launches and fishing areas to the extent possible in private development and redevelopment.

Policy 8.2.1: Continue to implement the Village's Island Walk Program and Criteria Development by establishing mechanisms for obtaining public access rights and improvements from new coastal development and redevelopment projects.

Policy 8.2.2: Continue to review and, if necessary, modify zoning regulations to create more opportunities for safe direct water access.

Recreation and Open Space Element

Policy 10.1.4: Define specific standards to be used in land regulations for improving public access to the waterfront.

NBV100 Master Plan – Pillars and Goals

The proposed amendment also generally aligns with the vision and overarching goals for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan. The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed amendment.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The proposed text amendments are not focusing on improving livability, but they would increase access points to the waterfront. They could also have an effect on the skyline and image of the Village by potentially adding variety to building forms. However, they could also make building scale more homogeneous by allowing future projects to seek a height of almost 400 feet. In exchange for bonus height, however, such projects would pay community contribution fees, which would enable the Village to invest in quality-of-life improvements to benefit all residents.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The proposed text amendment does not affect this pillar directly. See above comment regarding bonus height fees, which could be invested in resilience improvements.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The proposed text amendment, by making smaller sites on the Causeway more attractive for redevelopment, could generate tax revenue and economic activity for the Village.

5. ULDC Text Amendment Approval Criteria

The ULDC does not have specific criteria for a text amendment to the Code but requires any changes be in general accord with sound comprehensive planning and zoning principles and consistency with the NBV Comprehensive Plan.

Chapter 4 – Administration and Enforcement, Division 3. – Amendments and Changes to Unified Land Development Code and Comprehensive Plan
4.17 – Amendments to the Unified Land Development Code.

C. *Amendments that do not rezone property or substantially change uses permitted in zoning districts.* Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan.

6. Compliance with Unified Land Development Code

The proposed amendments align with the Village's intent to improve the image of the Village, attract investment, promote prosperity, and increase tax revenues and private property values. Chapter 15 set forth the standards applicable to Form-Based Districts and Transect Zones in the Village with the intent to:

- Support the goals, objectives, and policies of the Village's Comprehensive Plan.
- Support the goals of the NBV100 Master Plan, including the three pillars, Livability, Resiliency, and Prosperity.

Recommendation

1. Proposed amendment to Sec. 15.2.C.4, Measurement of Height: While Staff recognizes that mechanical equipment for taller buildings requires more height allowance than is currently provided, and could support the amendment, it is worth noting that the Applicant is also asking for additional height via bonus (though presumably for habitable space). If the bonus height amendment is favored by the Commission, the equipment height allowance could be incorporated into the additional height provided by that amendment. Also, if the proposed amendment is accepted, it is recommended that the screening requirements of Sec. 15.3.C.2.l. be reviewed/reinforced.
2. Proposed amendment to Sec. 15.3.C.7., (d) View Corridors: Staff recommend denial of the amendment as presented but if the Commission favors a change to this section, Staff would recommend further limiting the percentage of possible cantilever; or changing the allowed cantilever to a percentage of the required view corridor rather than the width of the lot; and that the requirement for an east view corridor be set with a minimum width.
3. Proposed amendment to Sec. 15.4.B., definition of Floorplate area: Staff recommend approval of the amendment as presented.
4. Proposed amendment to Sec. 15.7.C, Summary table and illustrations – T6-30: Staff recommends that, if this amendment is accepted, the bonus be structured similar to the bonus provided for in Sec. 8.12. Since the Commission provided direction to the Village Manager to conduct a study of the community contribution fees, action on this amendment could be deferred until the appropriate fee could be set in accordance with recommendations resulting from the study.

Conditions

N/A

List of Attachments to Staff Report

Attachment 1 – Application Form
Attachment 2 – Letter of Intent
Attachment 3 – Illustrations

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Unified Land Development Code (the "ULDC") to promote the health, safety, order, convenience, comfort, and general welfare of the public, and to promote and preserve the character and ecological quality of the Village as articulated in the Village's Comprehensive Plan; and

WHEREAS, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, “Form-Based Code,” to implement the vision and goals of the NBV100 Master Plan, a master visioning and planning process guided by principles which originated from the common concerns of North Bay Village residents, and centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community that can adapt to the challenges of a changing climate; and

WHEREAS, the Village routinely amends the ULDC to improve the effective implementation of its land use goals, objectives, and policies; and

WHEREAS, MG Prosper NBV, LLC, the owner of 1681 and 1725 Kennedy Causeway, filed an application pursuant to Sec. 4.16 of the ULDC seeking adoption of certain text amendments to the ULDC; and

WHEREAS, the ULDC and the modifications provided herein [are/are not] consistent with the NBV100 Master Plan, the Village’s Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval, with modifications to the Mayor and the Village Commission; and

WHEREAS, having considered this Ordinance at duly noticed and held public hearings, the Village Commission finds this Ordinance is in the best interests of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 15 of the Village's ULDC. That Chapter 15, entitled "Form-Based Code" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in **Exhibit "A**,**"** which is incorporated herein and made a part hereof by this reference.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions, or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading this __ day of _____, 2025.

PASSED AND ADOPTED on second reading this ___ day of _____, 2025.

_____
Rachel Streitfeld, Mayor

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with a ~~double strikethrough~~ and double underline.

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF NORTH BAY VILLAGE ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Village Attorney

First Reading:
Moved by _____
Seconded by _____

Second Reading:
Moved by _____
Seconded by _____

Vote on Final Adoption:

Mayor Rachel Streitfeld	____
Vice Mayor Goran Cuk	____
Commissioner Doris Acosta	____
Commissioner Richard Chervony	____
Commissioner Andrew Rotondaro	____

Exhibit A

AMENDING CHAPTER 15 OF THE ULDC

[…]

CHAPTER 15, FORM-BASED CODE

[…]

§. **15.2 – General to Transect Zones**.

[…]

C. Measurement of height.

[…]

4. Except as specifically provided herein, the Height limitations of this Code shall not apply to any roof Structures for housing stairways, elevators, tanks , ventilating fans, solar energy collectors, Green Roofs or similar equipment required to operate and maintain the Building, provided that such Structures shall not cover more than ~~twenty percent (20%)~~ forty percent (40%) of roof area and shall not exceed the maximum Height by ~~ten (10)~~ twenty-five (25) feet; nor to church House of Worship spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar Structures, which may be allowed to exceed the maximum Height by Waiver; nor to fire or parapet walls, which shall conform to the Building Development Standards for each Transect Zone as described in Section 15.3. Solar energy collectors, Wind Turbines. and the structural components of green roofs are subject to the Height exceptions provided by Sec. 8. 17.G.

[…]

§. **15.3 – Specific to transect zones – Kennedy Boulevard District (KBD**).

[…]

C. Development standards for T6 Transect Zone.

[…]

7. Landscape and Waterfront Design Standards

(d) View Corridors

(1) The width of the view corridor shall equal 20 percent of the lot width. In T6-30, the view corridor shall be located on the west side of the lot. In T6-30, buildings may cantilever over the view corridor up to 8% of the lot width above the first story as long as an equal width view corridor open to the sky is located on the east side. NOTE: the Planning and Zoning Board suggested that, at the applicant's option, the 20% could be redistributed from west to east, so long as

a minimum 12% of the lot width is maintained on the west, and a a maximum of 8% of the lot width is maintained on the east, with no allowance for cantilever.

[…]

§. **15.4 –Definitions**.

[…]

B. Definition of Terms.

[…]

"F" Terms

[…]

Floorplate. The total indoor ~~and outdoor~~ floor area of any given story of a building measured to the exterior of the wall ~~or balcony~~.

[…]

§. **15.7.C. – Summary table and illustrations – T6-30**.

[…]

ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	10 Stories or 100 feet, whichever is less
c. Max. Building Height	30 Stories or 340 feet, whichever is less (up to 10% additional height in feet available by bonus based on fees established for RM-70 in the Village's Fee Schedule and the payment schedule set forth in Sec. 8.12.C)
1. Forecourts shall be pedestrian only. 2. Not allowed facing Kennedy Causeway † Note: Development approvals shall be valid for two years in accordance with Sec. 5.11 of the ULDC. See *Section 15.2.H* for additional requirements.	

[…]

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

NORTH BAY VILLAGE
EST. 1945

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan _____**

ULDC Text Amendment X

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Planning and Zoning Official. The application and all supplemental forms and data may be submitted electronically for review via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: MG Prosper NBV LLC
   (If different from Owner)
2. Contact Phone: (305) 374-5300 Email Address: gpenn@brzoninglaw.com
3. Mailing Address 301 Almeria Avenue, Suite 330, Coral Gables, FL 33134

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)
   Sections 15.2(C)(4), 15.3(C)(3)(c)(1), 15.4, and 15.7.C

2. Reason for Request: See attached letter

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: _____
2. Contact Phone: _____ Email Address: _____
3. Mailing Address: _____
4. Site Address: _____
5. Legal Description of Property: _____
6. Folio Number(s): _____
7. Lot Size (Acres): _____
8. Existing Zoning Designation: _____ Zoning Requested: _____
9. Reason for Request: _____

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the Attorney (designate one: owner, tenant, agent, attorney) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Signature

Attorney
Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 9th day of April, 2025.

Notary

Public Commission expires: 4.16.2027

DIANA RAMOS
Notary Public - State of Florida
Commission # HH 386927
My Comm. Expires Apr 16, 2027
Bonded through National Notary Assn.

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name Graham C. Penn

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF Florida

Sworn to and subscribed to before me this 9 day of April, 2025,
by Graham C. Penn, who is personally known to
me or who has produced _____ as identification.

_____
Notary Public Signature

Commission
Number/Expiration 4.16.2027

DIANA RAMOS
Notary Public - State of Florida
Commission # HH 386927
My Comm. Expires Apr 16, 2027
Bonded through National Notary Assn.

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: April 9, 2025

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Attorney

Full Name: Graham C. Penn

Current Address: 200 South Biscayne Blvd., Suite 300

City: Miami State: Florida Zip: 33131

Telephone: (305) 374-5300 Email: gpenn@brzoninglaw.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 9th DAY OF April, 2025

Notary Public, State of Florida at Large

My Commission expires April 16, 2027

DIANA RAMOS
Notary Public - State of Florida
Commission # HH 386927
My Comm. Expires Apr 16, 2027
Bonded through National Notary Assn.

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
   a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
   b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
   c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
   d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
   e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
   f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
   g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
   h. A parking management program that enables shared parking among public and private Uses.
   i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Planning and Zoning Official. Applicant must provide the following upon submittal of application:

- ☐ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
  - o Total acreage
  - o Dwelling units per acre
  - o Gross floor area
  - o Building height
  - o Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

BERCOW
RADELL
FERNANDEZ
LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6233 office
305.377.6222 fax
gpenn@brzoninglaw.com

VIA ELECTRONIC SUBMISSION

April 11, 2025

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Re: Letter of Intent – Application Requesting Amendments to the ULDC.

Dear Ms. Vargas:

This law firm represents MG Prosper NBV, LLC (the "Applicant"), the owner of 1681 and 1725 Kennedy Causeway (the "Property") within North Bay Village (the "Village"). The Applicant is currently contemplating development of the Property and recognized an opportunity to improve the quality of design and functionality of the proposed project. This letter shall serve as the Applicant's letter of intent in connection with proposed text amendments to the Village's Unified Land Development Code (ULDC) (the "Application") necessary for those improvements. Attached to this letter are illustrations of the impact of the more significant amendments.

Background and Requests. The Application proposes three minor amendments to the Kennedy Boulevard District portion of the Village's "NBV100" Form-Based District, focusing on the following three issues:

1. Flexibility on Building Height/Mechanical Structures;

2. Floorplate Size and Balconies; and

3. Adjustments to the View Corridor Requirements of T6-30.

The Applicant believes that its proposed revisions will improve the quality of development in the T6 transect.

Proposed Amendments.

Rooftop Structures. Any modern multifamily building, especially those contemplated in the T6 transect, will require a significant amount of mechanical rooftop elements. The current ULDC permits these elements to encompass no more than 20% of the roof area and be no taller than ten (10) feet in height. These limits constrain modern development unduly – most rooftop mechanical structures will exceed the current limits in height. For smaller towers, the limit on the coverage of the rooftop is unduly limiting. The Applicant is hereby proposing the following change to Section 15.2(C)(4):

4. Except as specifically provided herein, the Height limitations of this Code shall not apply to any roof *Structures* for housing stairways, elevators, tanks , ventilating fans, solar energy collectors, *Green Roofs* or similar equipment required to operate and maintain the *Building,* provided that such **Structures shall not cover more than twenty percent (20%) forty percent (40%) of roof area and shall not exceed the maximum Height by ten (10) twenty-five (25) feet;** nor to church *House of Worship* spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar Structures, which may be allowed to exceed the maximum Height by Waiver; nor to fire or parapet walls, which shall conform to the *Building Development Standards* for each Transect Zone as described in *Section 15.3.* Solar energy collectors, *Wind Turbines.* and the structural components of green roofs are subject to the Height exceptions provided by *Sec. 8. 17.* G.

Flexibility on Building Height. The T6-30 transect permits a maximum building height of 340 feet or thirty (30) stories, whichever is less. As you know, the amount of T6-30 land has been significantly reduced due to the approval of two Special Area Plans (SAPs) on the north side of Causeway. Both SAPs permit significantly additional height than T6-30. Given the changed environment on the north side of the Causeway, the Applicant believes that providing some height flexibility – approved only by the Village Commission and subject to the payment of community contribution fees – is reasonable. The Applicant is proposing to allow the Commission to approve up to ten (10) percent of additional height. This additional height would allow for design flexibility for the high quality developments the Village wants to see in this area – providing space for taller ceilings, mechanical parking, and interstitial space to accommodate rooftop planters and pools, for example. The Applicant proposes the following revision to Section 15.7.C of the ULDC:

Section 15.7.C:

T6-30 SUMMARY TABLE	
c. Max. Building Height	30 stories or 340 feet, whichever is less **(up to 10% additional height in feet available by bonus)**
1. Forecourts shall be pedestrian only. 2. Not allowed facing Kennedy Causeway	

Floorplate Measurement. The ULDC currently establishes a cap on floorplate sizes above a building pedestal in the T6 transects. For residential uses, for example, that cap is 15,000 square feet. The ULDC also currently defines a building floorplate as being measured to edge of a balcony. This actively discourages the development of generous balconies because property owners will lose saleable floor area from units if balconies are too large. The Applicant believes that outdoor balconies should instead be directly encouraged by excluding that area from the floor plate definition – while retaining all required setbacks. Allowing architects the freedom to develop larger balconies will result in better-designed buildings in the Village.

The Applicant accordingly requests the following revision to Section 15.4 of the ULDC:

Floorplate. The total indoor ~~**and outdoor**~~ floor area of any given story of a building measured to the exterior of the wall ~~**or balcony**~~.

Cantilever over View Corridor. Each parcel along Biscayne Bay in the Village must provide a 20% view corridor on one side of the site to allow for public access to the Island Walk. In the T6-30 transect, the ULDC currently requires the view corridor to be located on the west side of a lot. Under the current ULDC, a building may be located at zero (0) feet from the eastern property line. The Applicant sees an opportunity to allow additional flexibility as to the design of the view corridor in a manner that will measurably improve the overall pedestrian experience along the corridor.

The Applicant proposes to allow property owners to cantilever a building over maximum of eight (8) percent of the western view corridor at a height above the first story, as long as the project provides an equivalently sized view corridor on the east side of the property that is open to the sky. The percent of a lot that is devoted to a view corridor would increase for projects that take advantage of the proposed flexibility, For example, a project that takes advantage of the maximum eight (8) percent cantilever would be required to develop an overall view corridor of twenty-eight (28) percent – twenty-percent on the west side (with twelve percent open to the sky) and eight percent on the east side – completely open to the sky.

The Applicant accordingly requests the following revision to Section 15.3(C)(3)(c)(1) of the ULDC:

The width of the view corridor shall equal 20 percent of the lot width. In T6-30, the view corridor shall be located on the west side of the lot. **In T6-30, buildings may cantilever over the view corridor up to 8% of the lot width above the first story as long as an equal width view corridor open to the sky is located on the east side.**

Consistency with Comprehensive Plan. Approval of the proposed amendments, which will allow for architectural and site design flexibility on Kennedy Causeway is consistent with the following goals, objective, and policies of the Village's Comprehensive Plan:

Policy 2.1.4: *Continue to provide for, and promote, viable mixed-use development opportunities on the Village's Future Land Use and Zoning Maps and in the Unified Land Development Code.*

Policy 2.2.3: *The Village shall continue to implement the goals of the NBV100 Master Plan to transform Kennedy Causeway into Kennedy Boulevard, a complete street that prioritizes walkability, a diverse range of transportation options, and the success of local businesses.*

Policy 2.2.5: *The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.*

Objective 2.4*: In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District, while adjusting regulatory metrics in favor of good street frontages, an*

inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline and better architecture, consistent with the goals of the NBV100 Master Plan and this comprehensive plan.

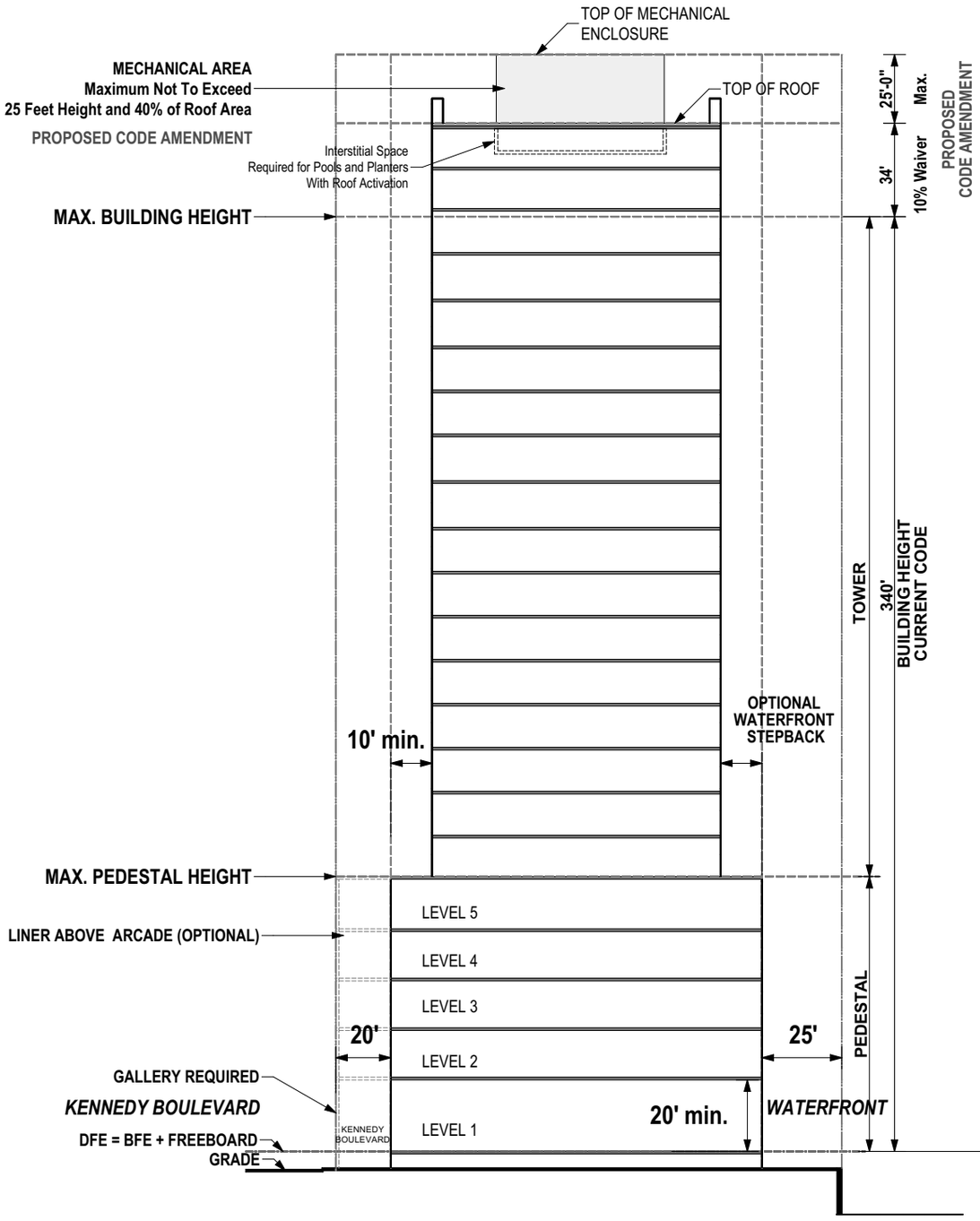
Conclusion. Approval of the proposed amendments will allow for high quality development on Kennedy Causeway. The amendments will incentivize development that will complement the Village's vision for the Causeway.

We look forward to working with the Village to ensure the development of successful legislation that will ultimately be benefit to the community. Should you have any questions or concerns regarding this letter, please do not hesitate to contact me at (305) 377-6229 or via email at gpenn@brzoninglaw.com.

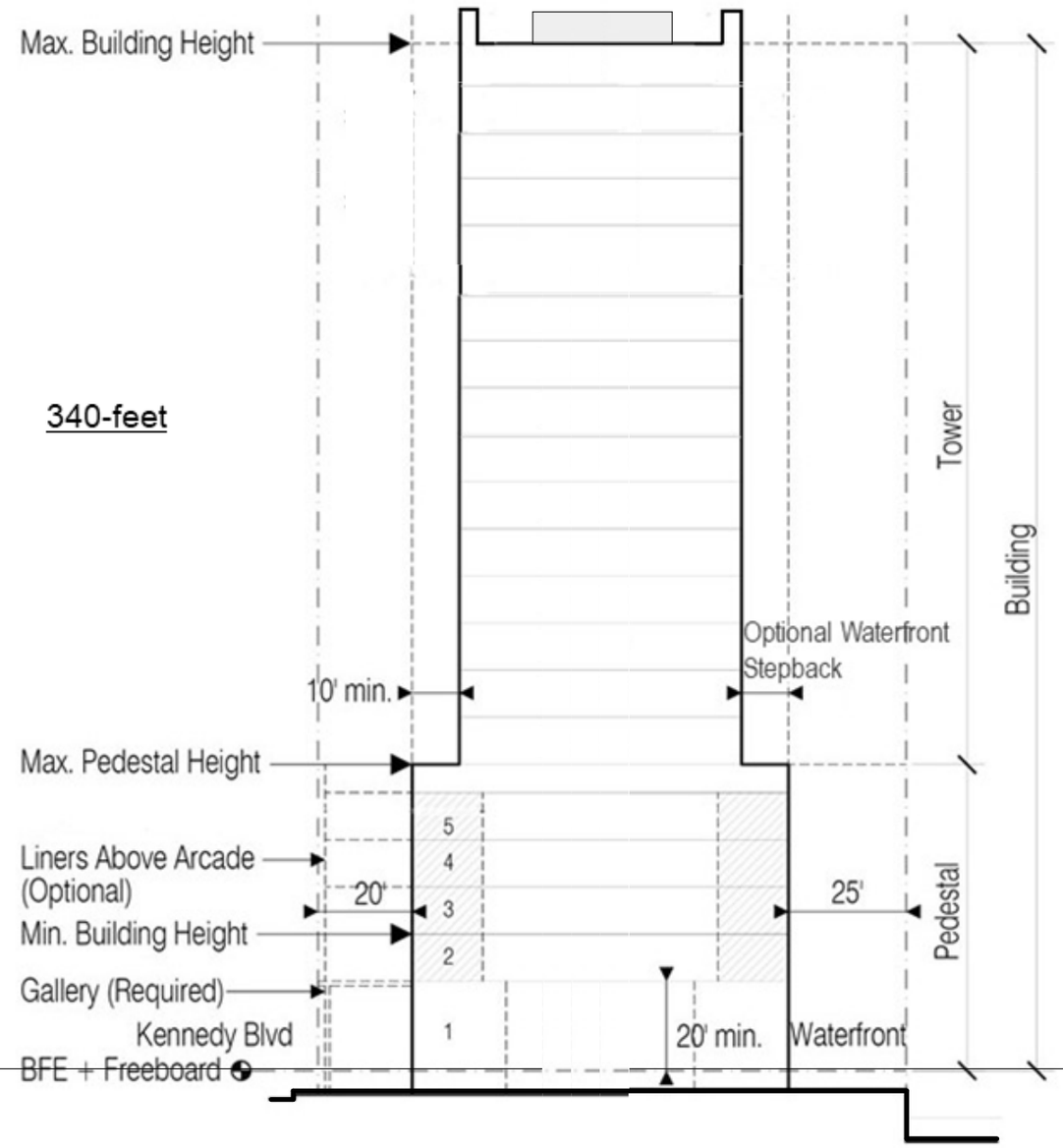
Very truly yours,

Graham Penn

Illustrations for Text Amendments

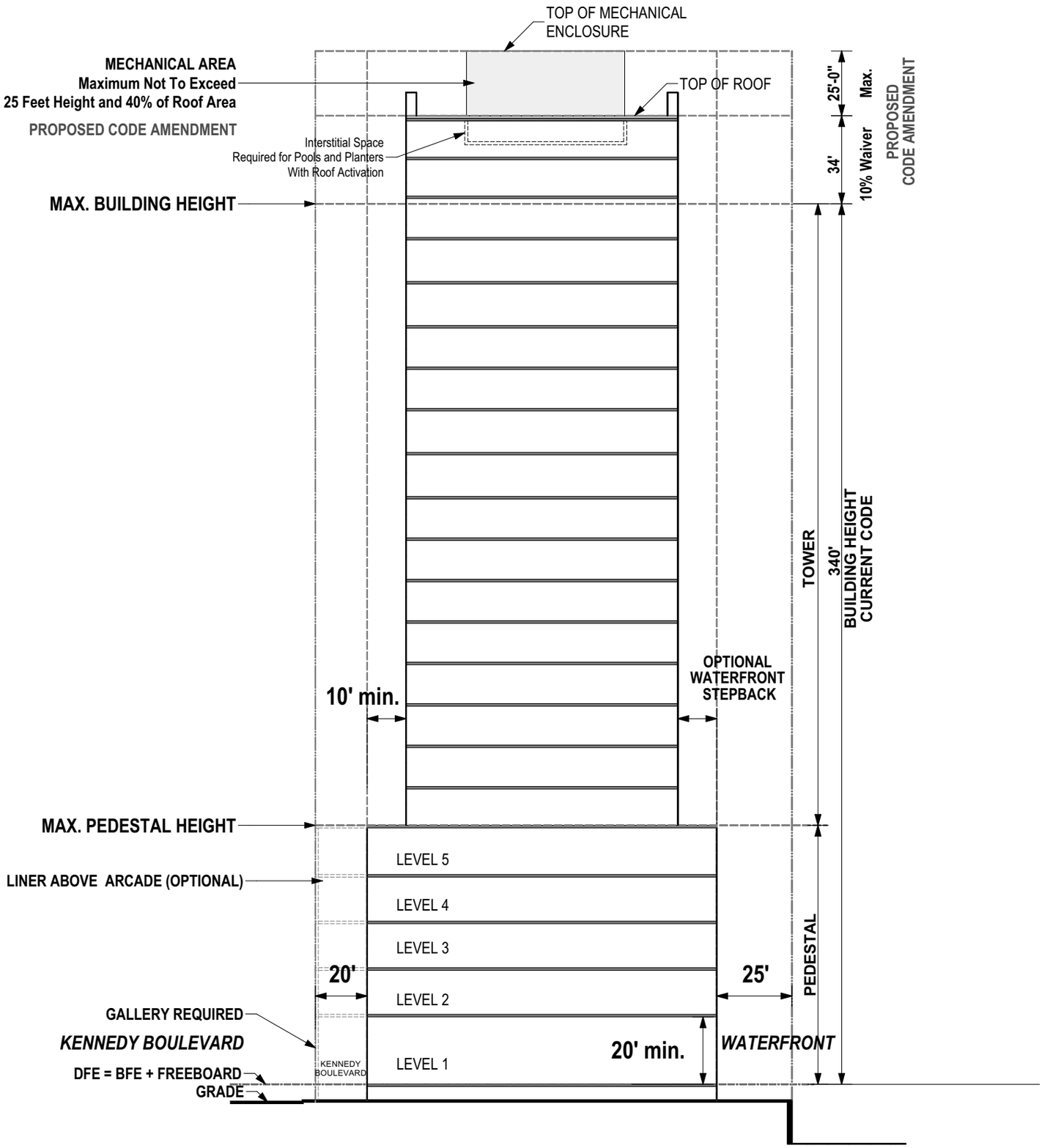


BUILDING HEIGHT
PROPOSED CODE AMENDMENT

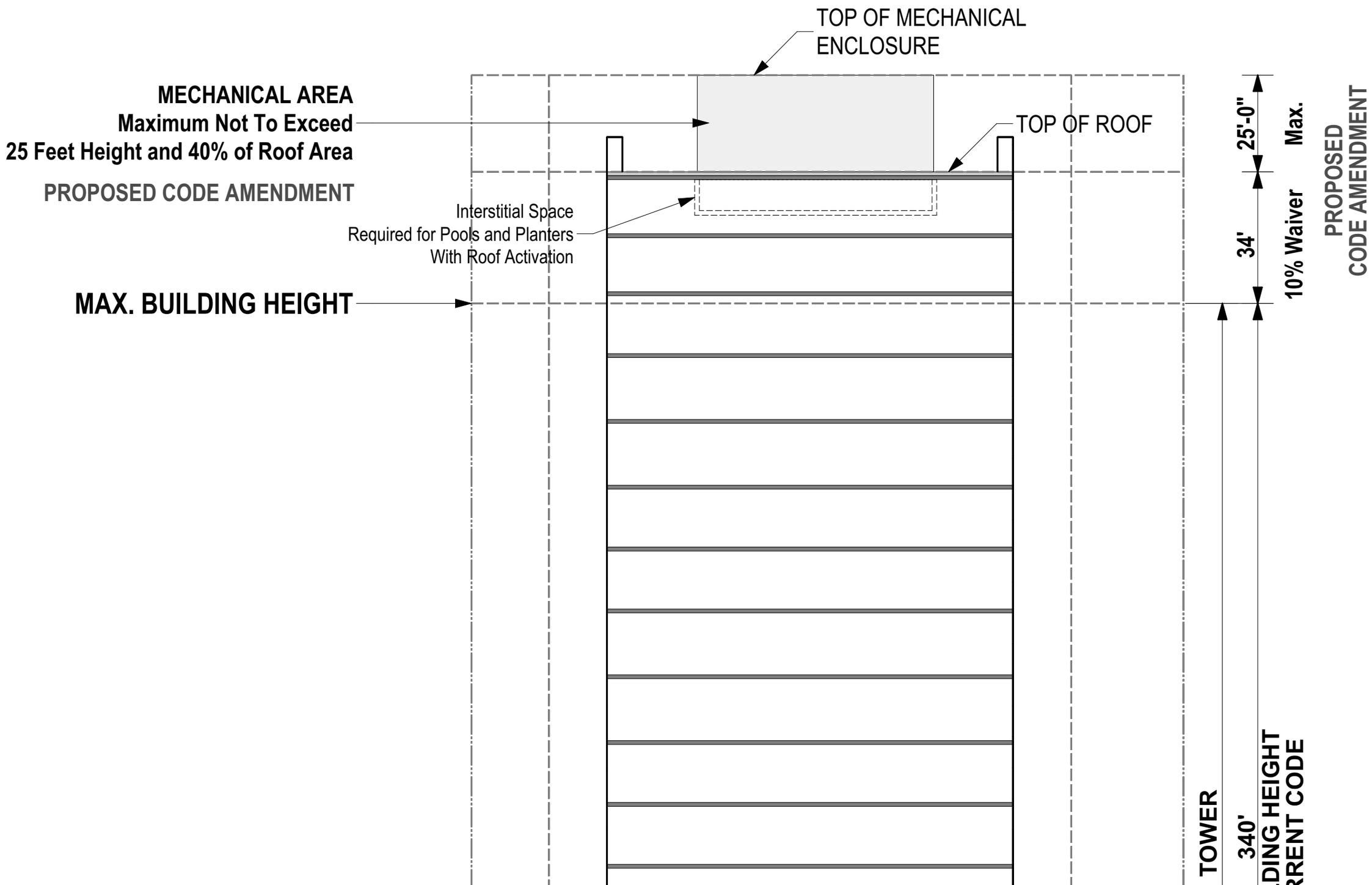


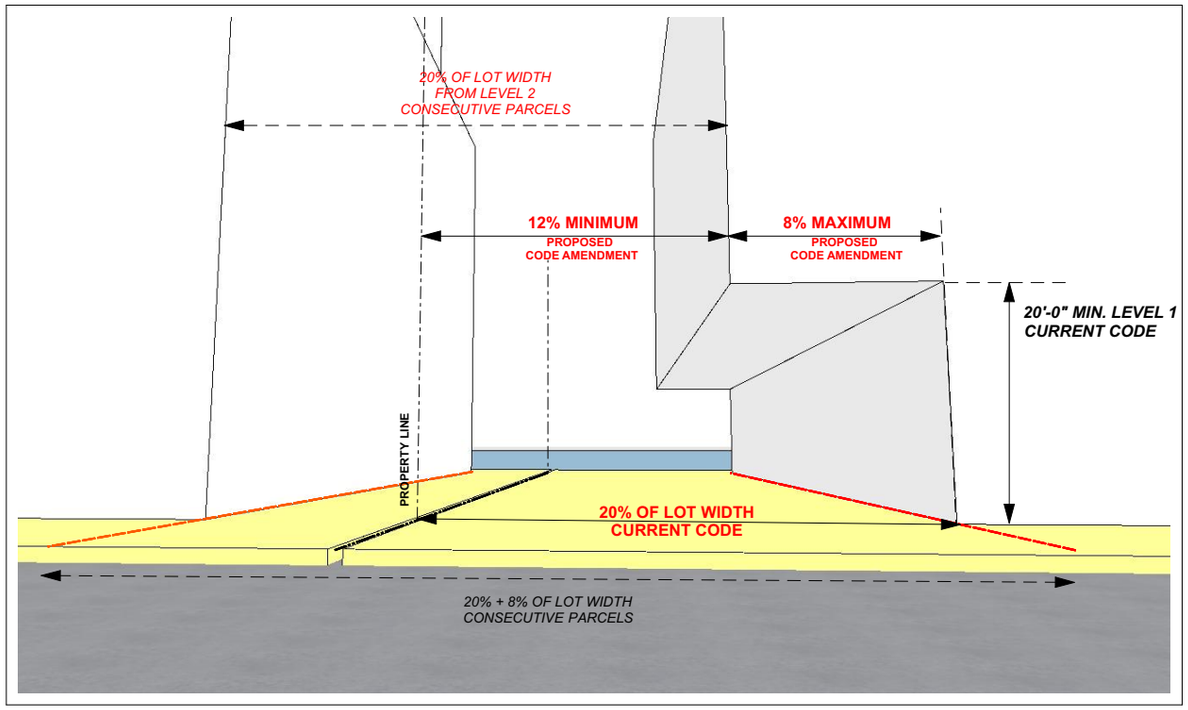
BUILDING HEIGHT
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GENERIC DIAGRAM



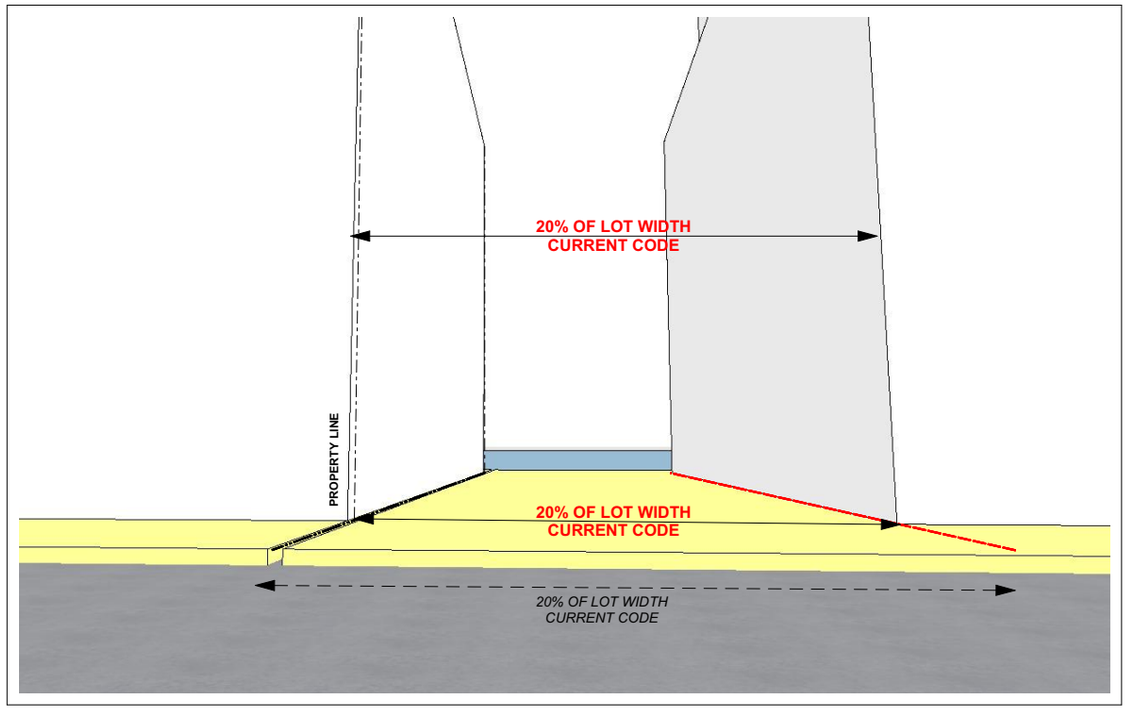
BUILDING HEIGHT
PROPOSED CODE AMENDMENT


TOP OF MECHANICAL ENCLOSURE
MECHANICAL AREA
Maximum Not To Exceed
25 Feet Height and 40% of Roof Area
PROPOSED CODE AMENDMENT
TOP OF ROOF
Interstitial Space
Required for Pools and Planters
With Roof Activation
MAX. BUILDING HEIGHT
25'-0"
Max.
34'
10% Waiver
PROPOSED
CODE AMENDMENT
TOWER
340'
DING HEIGHT
RRENT CODE



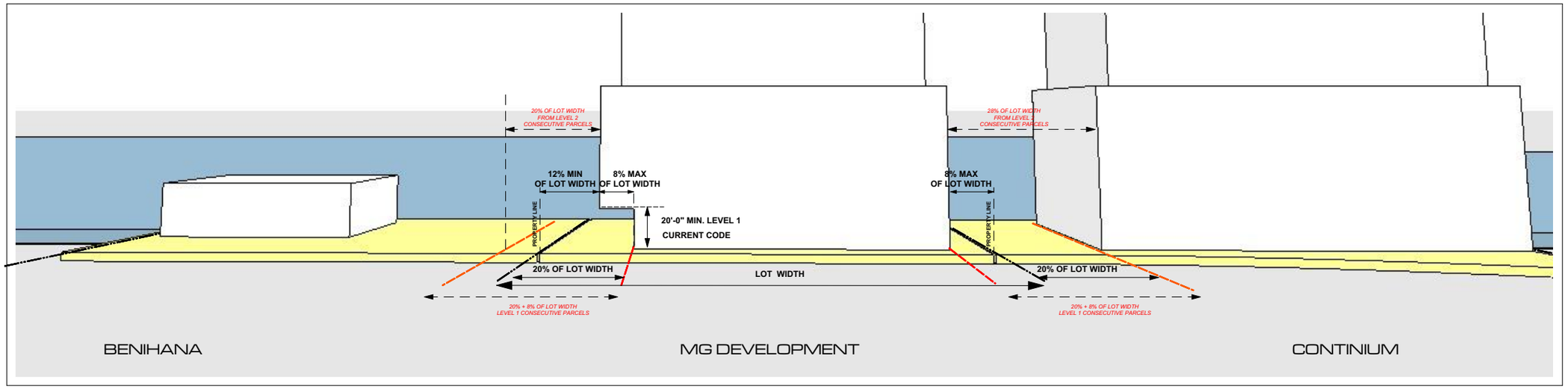
INCREASED VIEW CORRIDOR TO 28% AT LEVEL 1

VIEW CORRIDOR SETBACKS
PROPOSED CODE AMENDMENT

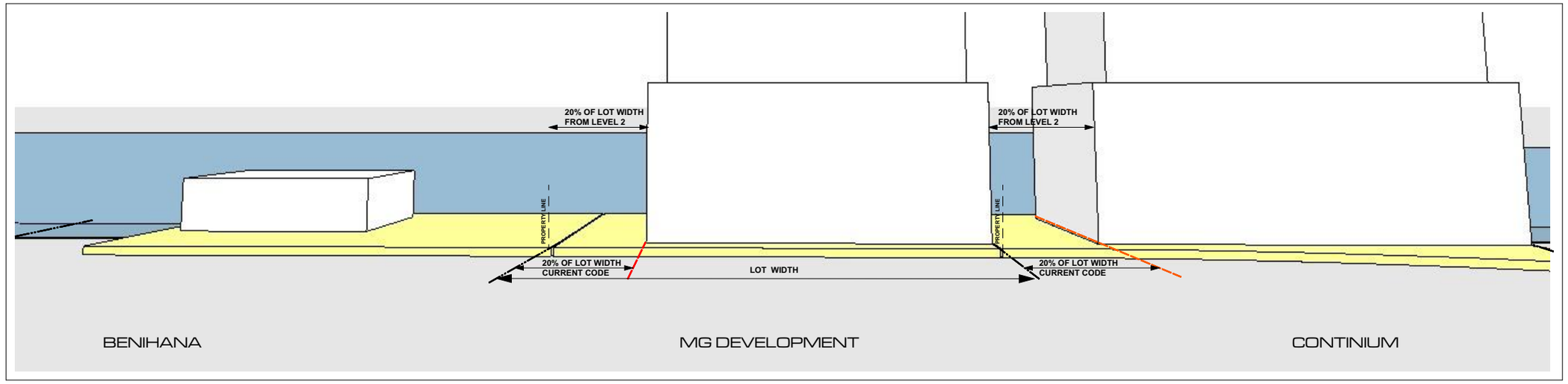


VIEW CORRIDOR SETBACKS
CURRENT CODE

GENERIC DIAGRAM



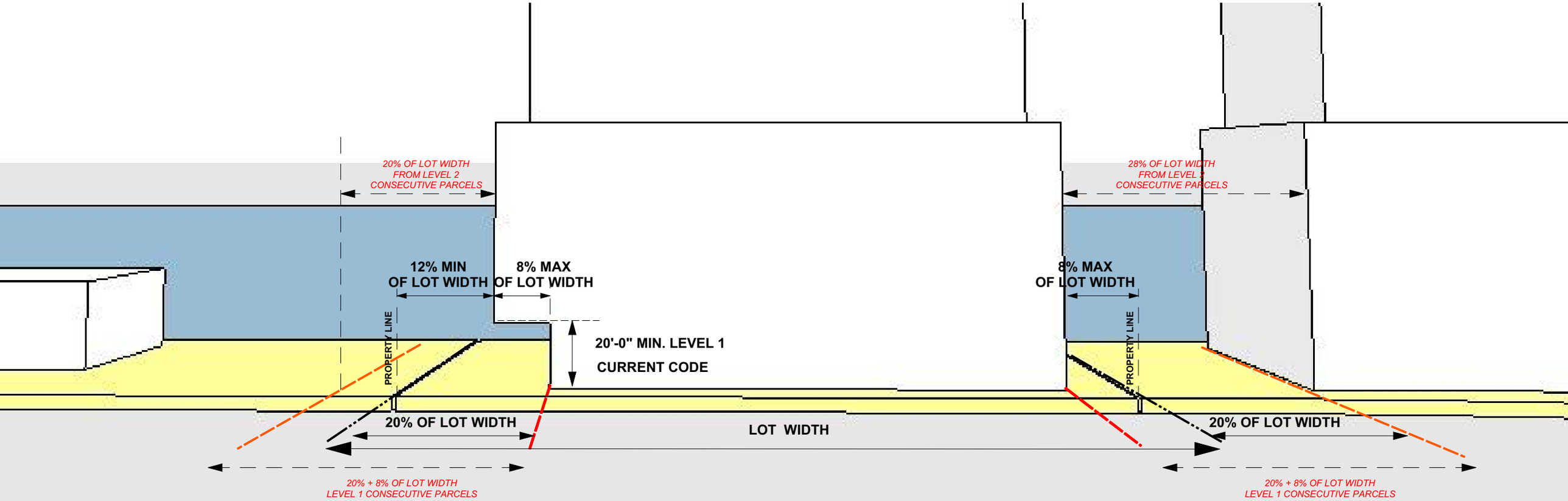
VIEW CORRIDOR SETBACKS
PROPOSED CODE AMENDMENT
EXISTING CONTEXT



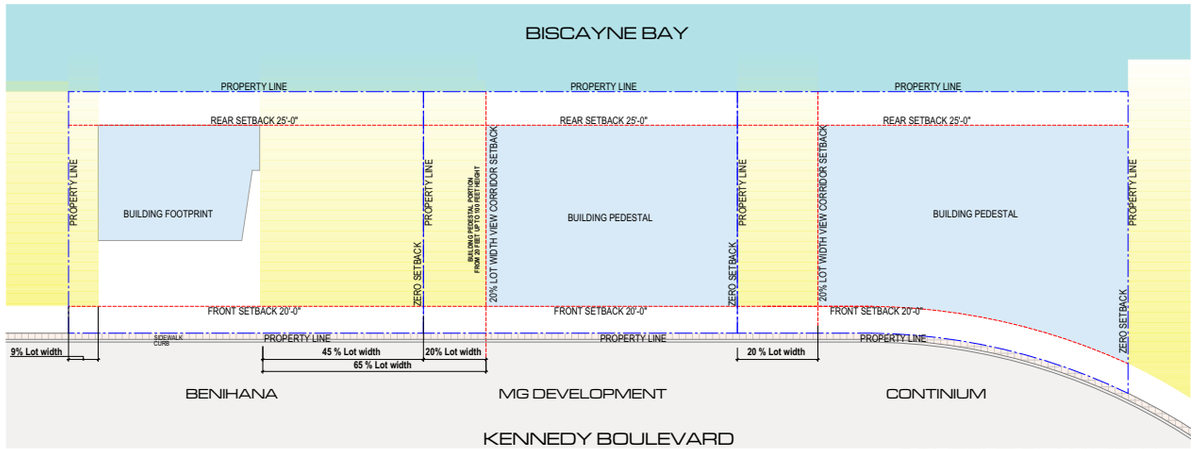
VIEW CORRIDOR SETBACKS
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EXISTING CONTEXT

CONTEXTUAL DIAGRAM

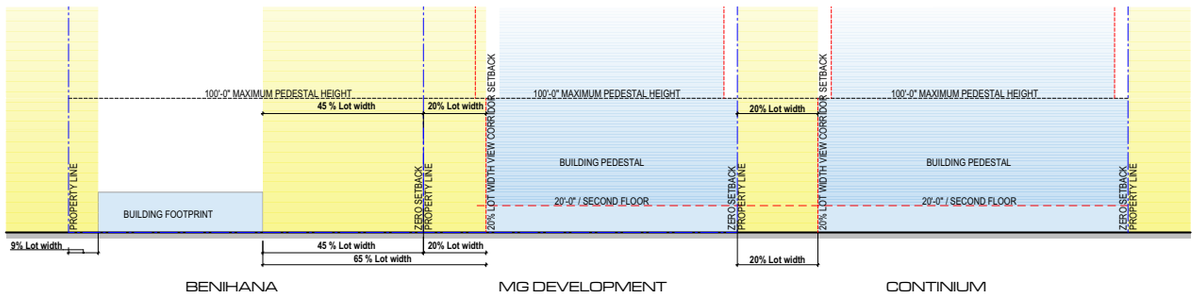
A-6.5
3d VIEWS HIGH LEVEL - CONTEXT MULTIPLE LOTS



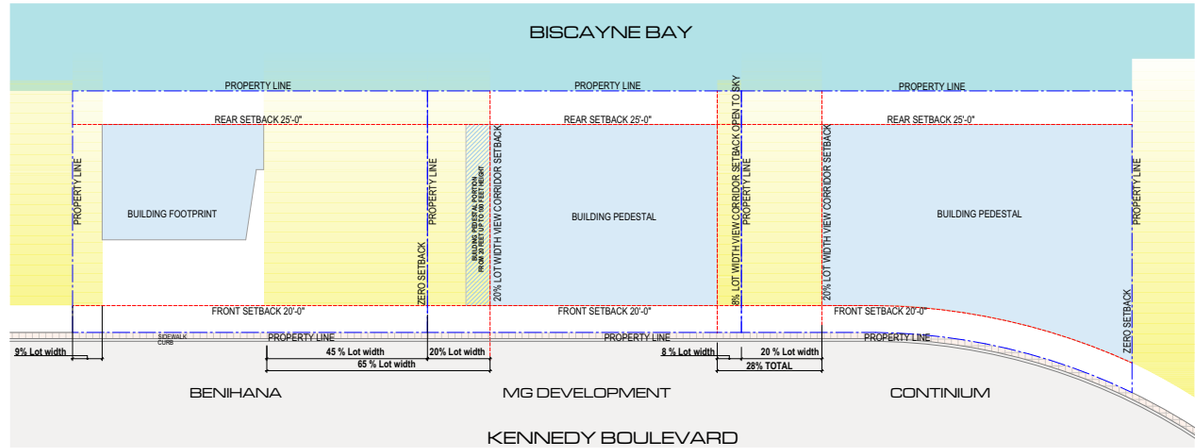
MG DEVELOPMENT



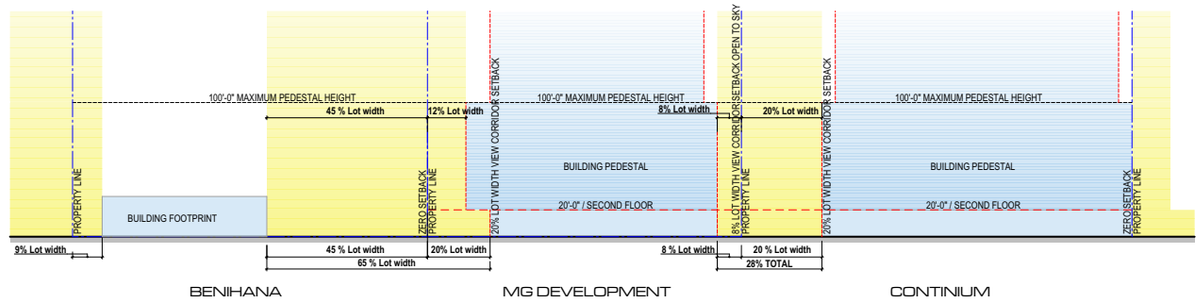
CONTEXT PLAN VIEW
CURRENT CODE



CONTEXT SECTION
CURRENT CODE



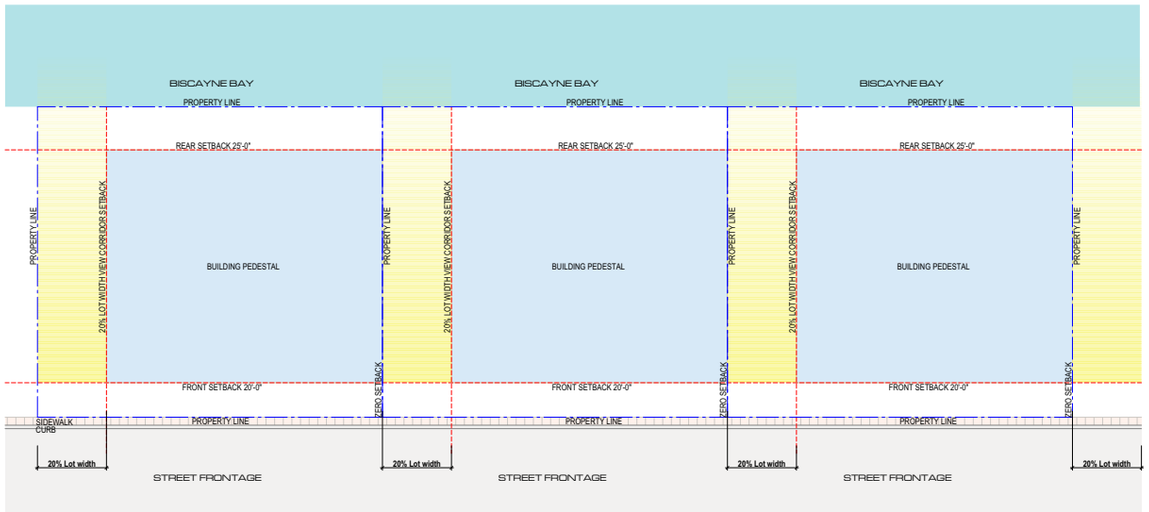
CONTEXT PLAN VIEW
PROPOSED CODE AMENDMENT



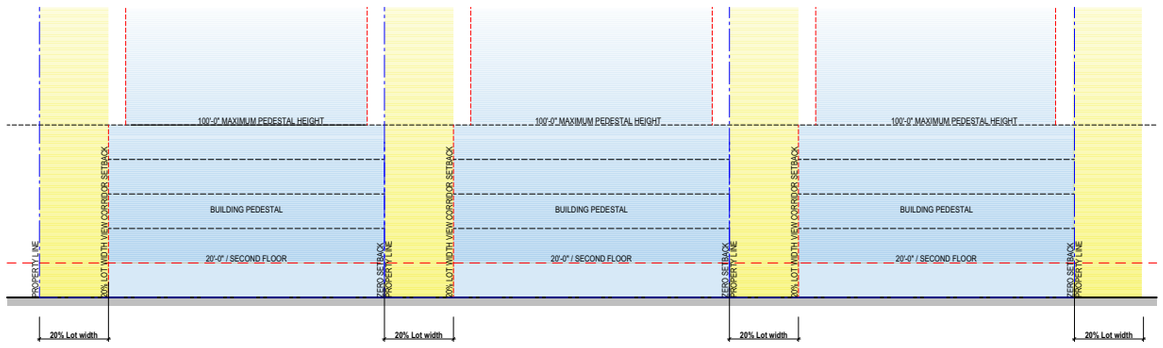
CONTEXT SECTION
PROPOSED CODE AMENDMENT

CONTEXTUAL DIAGRAM

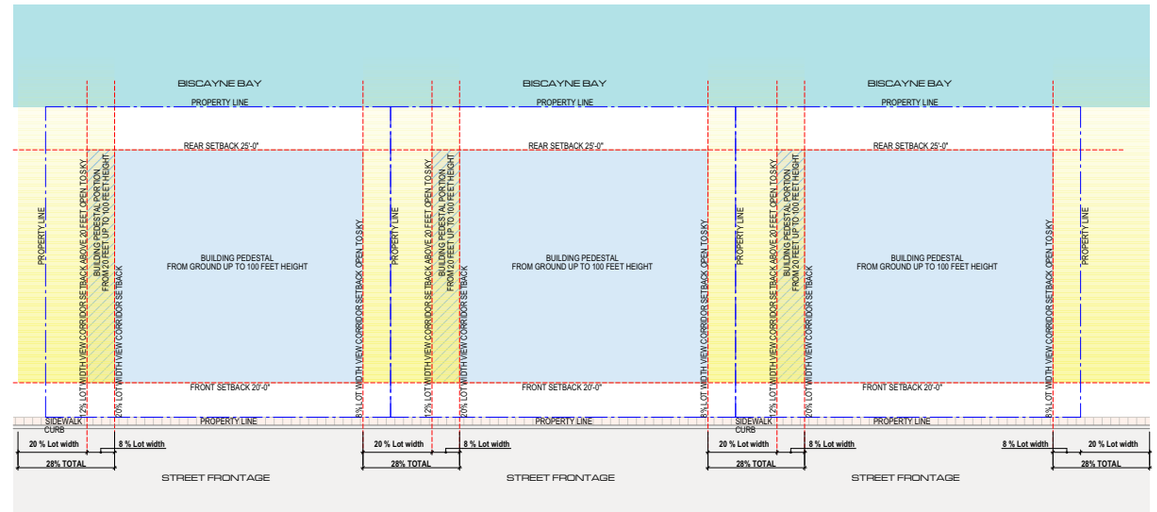
A-6.6
PLAN/SECTION VIEWS - CONTEXT MULTIPLE LOTS



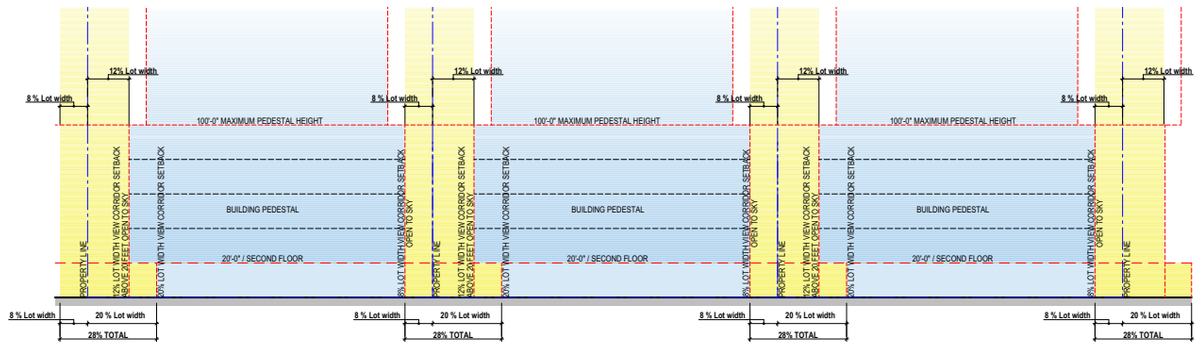
PLAN VIEW
CURRENT CODE



SECTION VIEW
CURRENT CODE



PLAN VIEW
PROPOSED CODE AMENDMENT



SECTION VIEW
PROPOSED CODE AMENDMENT

GENERIC DIAGRAM

A-6.
PLAN/SECTION VIEWS - GENERIC MULTIPLE LO

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

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LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Tuesday, June 24, 2025, through Friday, June 27, 2025, at the Hilton Orlando (Orange County), 6001 Destination Parkway, Orlando, Florida 32819. Members of the Miami-Dade County Board of County Commissioners may be in attendance. A complete list of scheduled meetings may be viewed at the following link:

Public Notice - North Bay Village Commission Meeting

North Bay Village | Publish Date: Jun 4, 2025

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Public Notice - Public Hearing Item Cancellation

Miami-Dade Clerk of the Board | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Public Hearing item listed below, scheduled to be heard at the Miami-Dade County Board of County Commissioners Meeting on Tuesday, June 3, 2025, at 9:30 a.m., in the Commission Chambers, located on the second floor of the Stephen P. Clark Government Center, 111 N.W. First Street, Miami, Florida, 33128, has been CANCELLED.

Public Hearing - Environmental Quality Control Board (EQCB)

Regulatory and Economic Resources | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Environmental Quality Control Board (EQCB) will hold a public hearing on Thursday, June 12, 2025 at 1:30pm in the second floor training room of the Overtown Transit Village Building, 701 NW 1st Court, Florida, 33136.

2025-06-17-nbv-commission-m
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chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025-06-17-nbv-commission-mtg.pdf
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NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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6/5/2025

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Silvia Vargas, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS)**

RECOMMENDATION

Approval of the Special Area Plan as recommended by Staff and the Planning and Zoning Board.

BACKGROUND AND ANALYSIS

The Village Commission considered and approved this ordinance on first reading on May 20, 2025.

On June 4, 2025, the Planning and Zoning Board met to review, and subsequently voted to unanimously recommend approval of the SAP to the Village Commission, with consideration of Staff's recommendation. See attached documentation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To Be Determined

PERSONNEL IMPACT
None

ATTACHMENTS
Staff Report_Special Area Plan and Site Plan_Continuum (Updated_VC 061725).pdf
Ordinance Approving Rezoning and Creating Continuum SAP - SR.docx
Exhibit C - Continuum Waterfront District SAP (Appendix C)rev - SR.docx
1. Survey.pdf
2. Continuum Waterfront District SAP Application.pdf
4. Regulating Plan/Conceptual Site Plan - Continuum Waterfront District .pdf
5. Proposed Zoning Map.jpg
6. Level of Service Analysis for 1755.pdf
7. Level of Service Analysis for 1819.pdf
8. Massing and Shadow Studies.pdf
9. Continuum Reference Visuals.pdf
Certification Letter with mailing date.pdf
Labels.pdf
Radius Map.pdf
Notice of Public Hearing - 06.04.2025.pdf
Notice for Posting-Mailer 06.17.25.pdf
Notice of Intent to Consider a DA- Miami Herald Mailed.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **June 17, 2025**

To: **Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **Continuum Special Area Plan (SAP) and Site Plan Review**

---

1. General project Information

Owner/Applicant	1755 JFK Owner, LLC and 1819 NBV Owner, LLC
Applicant Address	c/o 98 SW 7th Street Suite 1100, Miami FL 33131 (agent)
Site Address(es)	1755 and 1819/1855 79th Street Causeway
Site Acreage	3.652 ac (159,081.12 sf)
Folio Number(s)	23-3209-000-0110 (1755) and 23-3209-000-0120 (1819)
Contact Person/Owner Representative:	Christopher Penelas (Akerman)
Phone Number:	305.982.5678
E-mail Address	Christopher.penelas@akerman.com

2. Legal Description of Property Subject to Proposed Rezoning

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Refer to attached Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-30
Existing Land Use	Vacant/surface parking (1755) / Hotel, restaurant, night club (1819)

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	Biscayne Bay
	Zoning	n/a
	Existing Land Use	n/a
East	Future Land Use	Commercial
	Zoning	T6-30
	Existing Land Use	Multifamily Residential
South	Future Land Use	Commercial
	Zoning	T6-24
	Existing Land Use	Multifamily Residential
	Future Land Use	Commercial

West	Zoning	T6-30
	Existing Land Use	Vacant

5. Description of Request

Special Area Plan

The Applicant requests to amend the zoning of the subject site, comprising two properties with a combined total area of 3.652 acres (approximately 159,081 square feet), from "T6-30" Transect to "Continuum Waterfront District Special Area Plan (SAP)". This request is made pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement," and the previously existing Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC), under which the application was submitted. With the rezoning, the Applicant also seeks to amend the ULDC to incorporate proposed regulations that will be applicable to the Continuum Waterfront District SAP only, and which are contained in what will be "Appendix C, Continuum Waterfront District Special Area Plan."

The Applicant has concurrently submitted a request for Site Plan Approval, subject to adoption of the Continuum Waterfront District SAP amendments upon 2nd reading of the Ordinance by the Village Commission. Both sites which comprise the SAP have been previously approved for development:

1755 79th St. Causeway:

1. Site Plan Approval (Resolution No. 2022-011A)
2. Development Agreement (Resolution No. 2022-059)
3. Site Plan Modification (Resolution No. 2022-091)
4. Amended and Restated Development Agreement (Resolution No. 2022-092)
5. Waiver to Deviate from Maximum Floor Plate Size (WVR 2022-01 12/22/22)
6. Administrative Site Plan Modification (ASPM 2024-01 11/15/24)

1819/1855 79th St. Causeway:

1. Site Plan Approval (Resolution No. 2023-002)
2. Development Agreement (Resolution No. 2023-003)
3. Warrant to Allow Outdoor dining areas on sidewalk easements and the Island Walk easement (WAR 2023-01 07/17/23)
4. Tentative Plat (Resolution No. 2023-01) – Platting not finalized by former property owner/former Applicant.

Approval of the Continuum Waterfront District SAP will, according to the Letter of Intent, enable development according to the Applicant's vision for the property, including more integrated, better connected, more varied, and more "distinctively designed buildings, public amenities, view corridors, and ample interaction with Biscayne Bay."

While the proposed site plan upholds the spirit, concept and many specifics of the prior individual approvals (including density bonuses, workforce housing payments, and other community contributions), the SAP, as presented, would allow the Applicant to shift some development rights among the two sites in order to "increase light and air to flow through the property…," "elevate the Village's skyline…" and "provide civic space, public benefits, a neighborhood hotel and associated amenities, restaurants, entertainment, shopping, marinas, public waterfront access, and improved walkability for the benefit of Village residents and visitors."

The following table summarizes prior approvals and proposed changes. A maximum of 547 residential units (including density bonuses) and approximately 2,068,054.6 square feet of floor area (at 13.0 FLR) are allowable on the unified site.

Project	**1755 JFK**			**1819/1855 JFK**			
Attribute (measure)	*Resid. (units)*	*Nonresid.[1] (sq. ft.)*	*Population[2] (persons)*	*Resid.*	*Lodging*	*Nonresid.[1]*	*Population[2]*
Proposed	236	11,632 SF	538	311	200	70,000	709
Previously Approved	198 [3]	30,230 SF	452	345	273	30,326	787

[1] Including retail, restaurant, and building amenities such as meeting space and offices.
[2] Estimate calculated from 2019-2023 ACS median household size of 2.28 persons per household
** Via Administrative Site Plan Modification ASPM 2024-01

Additional information pertaining to the proposed site plan changes, provided in accordance with the proposed SAP regulations, is provided later in this report.

6. Compliance with Sections 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code"

The Applicant has complied with Section 4.2, General petition procedure, of Chapter 4 by submitting to the Village Clerk and the Planning and Zoning Official, through an authorized agent, an application requesting the following actions:

a) Amendment to the text of the ULDC (Appendix C);
b) Amendment to the zoning map
c) Site plan (conceptual)

The Village Commission recently adopted an ordinance modifying the regulations relating to special area plans, to grant the Commission greater flexibility in allowing the allocation of development capacity and height within a SAP, for the purpose of promoting and incentivizing public waterfront access, expanding open space, and enhancing the Village's public parks to better address the recreational and open space needs of its residents.

As part of the amendment, new definitions were introduced into Chapter 3 of the ULDC, and a new subsection 4.19 was created Chapter 4 reframing the purpose, applicability, requirements and criteria for evaluating an SAP application and for reviewing Special Area Plan permits. At the same time, references to the SAP procedures were updated throughout Chapter 4, and Sec. 15.2.G. was eliminated in Chapter 15.

The Continuum application, however, was submitted prior to the adoption of the SAP amendment and is, therefore, being reviewed under the previous provisions of the code.

The former Section 15.2.G. allowed parcels at least two (2) abutting acres in size to be master planned through a SAP process, to facilitate greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of building heights and massing; and to provide high quality design elements and greater flexibility with the aim of producing a higher or specialized quality building and streetscape design within the SAP.

The Applicant's SAP request pertains to parcels which, combined, total approximately 3.652 acres in size. Therefore, the subject property meets the minimum size threshold to apply for a rezoning to SAP through the process of rezoning following review by the Planning and Zoning Board and Village Commission, in conjunction with the Site Plan Approval process.

The SAP request also meets applicable criteria of Section 15.2.G, as follows:

1. Regulations of the underlying Transect Zone and the Code apply, which are not otherwise modified by the SAP.
2. The SAP has been submitted concurrently with a site plan, diagram of the proposed layout, circulation, view corridors, and text detailing the standards that deviate from the requirements of Chapter 15 (Appendix C). Detailed plans for each project within the SAP will be submitted via the SAP permit process, and must meet the criteria and requirements outlined in the adopted version of the SAP regulations contained in Appendix C.
3. The proposed SAP assigns at least five percent (5%) of the total aggregated lot area to a civic space type. The developer will be responsible for constructing and maintaining any required public improvements within the SAP, including but not limited to the civic spaces and thoroughfares.
4. Development within the SAP will be implemented pursuant to a recorded development agreement. The individual sites have already approved and recorded development agreements, which will be amended and restated via the SAP process.
5. A parking management program that enables shared parking among public and private uses. Such a plan must be provided for each project and for the SAP district as a whole.
6. The Applicant is seeking flexible allocation of building height within the area of the Special Area Plan which provides appropriate transitions to reduce impacts on and is in alignment with the envisioned character of the surrounding area.

The *amended* SAP regulations require applicants to hold a community meeting to explain the development proposal and application, inform attendees about the application review process, respond to questions and concerns raised about the application, and propose ways to resolve conflicts and concerns. While, a community meeting was not required according to the previous SAP regulations, the Applicant organized and held a community meeting on April 23, 2025.

7. Consistency with Comprehensive Plan and NBV100 Master Plan

The proposed SAP has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The SAP is consistent with the GOPs cited below, and others; will not exceed the maximum density or intensity established in Policy 2.1.2 for the Commercial Future Land Use designation; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendment of the ULDC to incorporate Appendix C and rezoning of the subject property to Continuum Waterfront District SAP are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1:** Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.
>
> *Policy 2.1.1:* Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.
>
> * * *
>
> *Policy 2.1.2:* Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:
>
> * * *
>
> Commercial - This land use category designates those areas in the Village suitable for commercial and mixed-use development. Uses permitted include a broad range of office, commercial, lodging, civic, educational and support functions; and high-density residential up to 150 dwelling units per acre. The gross floor area of any development on land designated Commercial shall not exceed a maximum intensity (also known as the maximum Floor Lot Ratio (FLR) of 13.0 times the net lot area of a subject property. The buildable intensity on any particular site shall be governed by specific regulations contained in the Unified Land Development Code (ULDC) and thus the stated maximum

FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

* * *

The SAP is also compatible with other applicable objectives and policies in the Future Land Use Element and aligns with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan, as described further below.

* * *

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

* * *

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

* * *

Policy 2.2.7: Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.

Policy 2.2.8: The Village shall promote a mixed use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retails stores and entertainment centers.

Policy 2.2.9 The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

* * *

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws.

* * *

Objective 2.4

In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100

Master Plan to define the envelope of buildings in the Commercial Future Use Land Use District.

* * *

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed SAP.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The SAP promotes a mix of residential, lodging, dining and retail uses. The SAP will help enhance connectivity, walkability, and local accessibility to amenities, reducing vehicular trips and reliance on the automobile for local residents. The Applicant also seeks to integrate workforce housing units into the development.

The projects embrace and improve public access to the waterfront via the Island Walk and water-oriented amenities and facilities. In addition, the SAP provides slightly over 5% of civic space, not included the Island Walk.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project is required to provide a minimum amount of open space at the ground level of 10% of the total lot area (and is providing 24.1% according to the submittal) and must incorporate green building features to meet the requirements of the Village's Green Building

Program (Division 5 of the ULDC). The individual site plans were previously approved following the point requirement for mixed-use projects, according to the North Bay Village Green Building Program in effect at the time. However, both projects will now be required to meet the latest standard, which is 26 points for mixed-use projects.

The proposed scoresheet for each SAP project shall be provided with the SAP permit application and shall comply with the standard in place at the time of issuance of a building permit.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The SAP will facilitate the redevelopment of a site consisting of two underdeveloped sites (one a surface parking lot, and the other a structure housing an outdated hotel structure and restaurant, with a mix of new land uses, including a new hotel, housing, restaurants, entertainment, and waterfront recreation uses, which will serve the needs of current and future residents, attract visitors, and increase revenue for the Village.

8. Rezoning Request and Appendix C

The request to rezone the subject property from T6-30 to “Continuum Waterfront District Special Area Plan” meets the criteria of Sec. 4.17.B. and does not constitute spot zoning pursuant to the definition provided in Sec. 4.17.A.

The proposed changes covered in Appendix C include modifications to numerous sections of Chapter 15, but the changes are often limited in scope. In several cases, the alternative regulations vary marginally from the original regulations contained in the body of Chapter 15, Form Based Code. There are, however, a few key differences that are highlighted below. (More context to these differences is provided in a review of the proposed Site Plan against the criteria of Section 5.8.(B)(9)(c).)

Procedures: The proposed amendment varies the procedure for approval of development pursuant to the SAP. A timetable of deadlines is established for the review and recommendation

by the Planning and Zoning Official to the Village Manager, and for the Village Manager to issue a decision.

Density and Intensity Calculations: Density and intensity are calculated on the basis of net lot area, including permitted bonuses.

Building Height: The SAP proposes different height caps for the west site (40 stories or 440 feet, whichever is less) and the east site (60 stories or 600 feet, whichever is less, except that within 50 feet of the eastern property line the height will not exceed 40 stories or 440 feet). In addition, the maximum height for parking garages and building pedestals is the lesser of 10 stories or 120 feet. The SAP also proposes an additional height allowance for mechanical equipment and items such as trellises (to a maximum of 35 feet) provided certain visual mitigation standards are met. Additional height, if necessary, would be subject to approval via Waiver. The applicant has submitted a shadow study in conjunction with the application which indicates that the impact of shadows on adjacent southern and western properties is not significant during the summer. During the winter, impacts occur primarily toward the north and east during certain portions of the day.

Floorplates: The SAP establishes different limitations for the floorplate of the west site (20,000 sf for residential uses, with a maximum length of 300 ft for all uses), and of the east site (30,000 sf for all uses, up to the lesser height of 40 stories or 440 ft, and 20,000 sf thereafter to the maximum allowed height; and 300 feet of maximum length for all uses).

Building Stepbacks: The proposed amendment provides that balconies on the west façade of a Continuum east tower may encroach up to 10 feet into the required stepback.

Island Walk: One of the significant changes proposed is that the view corridor or Island Walk Public Access Walkway is required to be provided along the opposite exterior boundaries of the SAP site (but may be located as per the underlying regulations at the applicant's request, too). The proposed amendment also forgoes the dedication of an easement but requires that public access to the walkway remain open and the access be memorialized in the Development Agreement. Additional provisions define the minimum standard for the provision of the View Corridor (west and east). There are also provisions proposed for the placement of canopies and awnings within portions of the Island Walk's passive zone only.

Civic Space: The proposed language requires the assignment of 5% of the aggregate lot area of the SAP as Civic Space and defines what constitutes Civic Space in this context and what does not.

Workforce Housing: While the prior approval of 1755 JFK Cswy allowed for the payment of funds into the Village's Workforce Housing Trust in lieu of providing required units on site, the proposed amendment now allow the developer to provide workforce housing units on side but as part of the hotel development on the east site.

Alcoholic Beverage and Entertainment: Provisions similar to those approved by the Village for the Sunbeam SAP are included in the proposed amendment to accommodate entertainment uses. However, Staff has introduced several restrictions to mitigate for the proximity of this SAP to residential uses.

The following documentation of how the concurrent Site Plan approval request meets the criteria of Section 5.8.(B)(9)(c) is provided as a complement to inform discussion about the rezoning and text amendment request:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Staff Evaluation: The project involves the redevelopment of two underutilized sites (relative to the development capacity provided by zoning). While the maximum building height proposed in the SAP is significantly greater than the current maximum height provided in Chapter 15, the proposed stepback and building configuration on the east side with respect to building heights will help reduce the impacts of shadows, wind, and obstructed views.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Staff Evaluation: The two projects that comprise the SAP were approved with excess parking spaces, and will be required to maintain those levels of parking to provide accommodation for all necessary off-street vehicular parking in accordance with the underlying regulations of Chapter 15. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum setbacks are being maintained, and the proposed amendment only identifies certain encroachments that are allowed into specific setbacks under certain conditions.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Staff Evaluation: The Applicant has submitted Level of Services assessments for each of the two sites that comprise the SAP. Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to parks, schools, drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Evaluation of Project Relative to Chapter 15 and Appendix C

Provided for context and reference only – not a part of this application. Refer to the concurrent Site Plan Approval Request and Staff Analysis for complete information regarding the project.

Density and Intensity			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	255 units
Density Bonus	150 upa	150 upa	547 units
Total Add'l Units above Base Density			292 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa • 121-150 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI • 15% First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI	Applicant is reserving the right to include workforce housing units in the Continuum East project (hotel) and/or to pay into the Village's fund for any required units not accommodated on site.	
Community Contribution Fee (CCF) for Density Bonus	*No additional fees except as defined in the DA*		
Intensity (Floor Lot Ratio)	13.0 max	13.0	

Lot Area, Open Space and Civic Space Requirements		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	159,068 sf
Civic Space Requirement	5% Lot Area min	5%
Open Space Requirement	10% Lot Area min.	38,325 (24.1% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	75%
Lot Width	100 ft. min	610 in.
Frontage at Front Setback	70% min.	80%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy

Sidewalk along Kennedy Causeway	20-ft easement	varies
Specific to Continuum Waterfront District Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min. (optional per amendment)	varies
Primary Front – Waterfront	25 ft. min.	25 ft. max
Side west	20% of lot width	20% of lot width.
Side east	0-15 ft (min-max)	0-10 ft
Stepbacks	50 ft on the east side after 40 st./440 ft	Per amendment

BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for all Uses •	20,000 sf max. - 300 ft max.	(Amended via the SAP)
Specific to Continuum Waterfront District Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Porch and Fence	Prohibited	
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories/120 ft. max. (Amended via the SAP)	Per amendment
Max building height – west Max building height – east	40 stories or 440 ft 60 stories or 600 ft (Amended via the SAP)	Per amendment
Max. Height (Rooftop Mechanical and other)	Varies (up to 35 ft). (Amended via the SAP)	Per amendment

Findings

The proposed Continuum Waterfront District SAP is consistent with the redevelopment goals of the North Bay Village Comprehensive Plan, the pillars of the NBV100 Master Plan, and the vision for the Kennedy Boulevard district. The individual projects that are not part of the SAP were previously approved. The maximum number of units allowed by bonus to the combined site reflects the total allowed to the individual sites, although the numbers have shifted. The most significant change to the original projects is the building height, which also reflects the reallocation of height allowed to the project by code.

The SAP complies with the conditions for approval for a zoning map and zoning code text amendment pursuant to Sec. 4.17. of the Unified Land Development Code.

Recommendation - SAP

Based on the above analysis and findings, and the detailed work by Planning and Legal Staff on finessing the proposed ULDC amendment, approval of the Continuum Waterfront District SAP and associated rezoning and ULDC amendment as provided in the attached amended Zoning Map and Ordinance is recommended, contingent upon the following items being addressed prior to 1st reading:

1. The rezoning and proposed text amendment shall be approved and adopted prior to action by the Village Commission on the site plan (alternatively, action should be contingent on the outcome of the rezoning and proposed amendment).
2. Unity of Title or Covenant in Lieu of Unity of Title shall be required to be recorded to unify the two sites prior to the issuance of a building permit for vertical construction.

There are no other conditions to meet, other than the Village Commission must vote on the rezoning and proposed amendment prior to voting on the approval of the project site plan.

Recommendation – Site Plan

Based on the above analysis and findings, approval of the Continuum Waterfront District SAP site plan is recommended, with the following conditions.

General conditions

1. The Project Approval shall be valid for a period consistent with the Development Agreement, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the “Project Validity Period”). A request for extension must

be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Land Title Survey prepared by Schewekke, Shiskin and Associates, dated 12/4/24.
   B. SAP Regulatory and Site Plan Concept Plan prepared by Arquitectonica.
   C. Level of Service Analysis for 1755 JFK Causeway prepared by Kimley-Horn.
   D. Level of Service Analysis for 1819 JFK Causeway prepared by Langan.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Planning:

2. Five percent (5%), or twenty-eight (28) units, of the total units proposed for the SAP are required to be reserved and provided as non-subsidized workforce housing units. The Applicant previously elected to pay in lieu of providing units on site for the Continuum West project. All agreed-on payments shall be completed in compliance with the terms of the Development Agreement. However, the Applicant shall develop 5% of the units developed at Continuum East as workforce housing units, subject to the requirements of the Appendix C of the ULDC. If the Applicant elects not to develop 5% of the units developed at Continuum East as workforce housing units, the Applicant shall pay the fee in lieu of workforce housing pursuant to Section 8.10.2 of the ULDC calculated based on rates applicable as of the time the election is made.
3. If the Applicant provides workforce housing in accordance with Appendix C of the ULDC, a Workforce Housing Agreement shall be entered into between the Applicant and the Village.
4. As a condition of building permit, Applicant shall provide evidence of compliance with Parks level of service (LOS) standards that demonstrates that levels of service shall be met no later than one year after issuance of a temporary certificate of occupancy. The

current LOS standard is 1.5 acres per 1,000 persons. Should the standard be reduced by the Village Commission prior to a building permit being issued, the applicant may base its analysis on the reduced standard. In the event that levels of service Village-wide are not met, the Applicant shall only be responsible for providing park and recreation facilities to meet the needs generated by the development provided in the building permit.

5. In addition, the Applicant shall be required to establish that the LOS standards required by the Village for the following services have been met at the time of building permit, in accordance with Sec. 5.22 of the ULDC and the applicable provisions of the Comprehensive Plan:
    a. Potable Water;
    b. Wastewater;
    c. Drainage;
    d. Solid Waste; and
    e. Schools (as determined by Miami-Dade County Public Schools).

    Should capacity for Potable Water, Wastewater, Drainage, and Solid Waste not exist at the time of the building permit application, the Applicant may improve any or all applicable facilities to ensure the LOS standard required for the development provided for in the building permit will be met on or before temporary certificate of occupancy, and the development shall be permitted to proceed if the Applicant can establish that the required levels of service will be met by or before scheduled occupancy of the development subject to the application. Should the Applicant improve facilities to meet LOS, they shall be entitled to an impact fee credit to the extent permitted by the Development Agreement. The Applicant shall not be entitled to a temporary certificate of occupancy until the applicable facility improvements have been completed and are in service, among other requirements applicable to a temporary certificate of occupancy.
6. If required by the County, the Developer shall seek and obtain approval from the Miami-Dade County Shoreline Development Review Committee (SDRC). The Village shall provide written confirmation of the Village's development approvals to the SDRC upon written request. Should the SDRC impose additional conditions as part of their review, said conditions shall be incorporated and reflected into an application for an SAP Permit, without the need to modify the Site Plan, as long they do not decrease the size of the Island Walk, View Corridors, and Island Walk Public Access points as shown in the Site Plan.
7. The Island Walk Public Access Walkways shall be marked with standard Island Walk identification signage specified by the Village.
8. Island Walk-adjacent, publicly accessible or public-oriented uses, such as restaurants, cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.

<u>Landscape:</u>

9. The Applicant shall seek to attain no less than 26 points from the North Bay Village Green Building Program for each mixed-use project included in the SAP.

10. All structured parking shall be screened from view from the adjacent rights-of-way in accordance with the amended regulations (if approved).
11. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
12. Synthetic turf may only be used in accordance with the standards of Sec. 9.24 of the ULDC.
13. A photometric plan by a Registered Architect or Engineer shall be submitted.
14. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
15. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.

Engineering:

16. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
17. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
18. A fire flow test shall be conducted to verify the availability of required fire flow.
19. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
20. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
21. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic:

22. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.

23. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA, as well as FDOT sidewalk standards. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
24. The Applicant shall submit a parking plan, including enough off-street parking spaces required to support the various proposed uses, and which shall show any and all proposed mechanical parking, electric vehicle-ready spaces, accessible spaces, and bicycle parking spaces and/or storage.
25. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
26. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
27. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
28. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
29. Parking for each project shall be provided in accordance with the underlying regulations of Chapter 15.
30. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site.
31. If valet parking service be intended for either the Continuum West or East projects, the Applicant shall submit Valet Queuing Calculations and Assumptions as part of an SAP Permit.
32. Previously identified traffic operation mitigation improvements for the following intersections shall be completed prior to the issuance of a Certificate of Occupancy for the project, subject to approval and implementation by FDOT:
    a. 79th St. Causeway (SR 934) & Hispanola Avenue
        - Reduce cycle length from 150 seconds to 120 seconds
    b. 79th St. Causeway & 1800 Block/Site Driveway 1
        - Reduce cycle length from 150 seconds to 120 seconds
        - Add eastbound left protected permitted phasing
        - Extend eastbound left storage bay to 125 feet
    c. 79th St. Causeway & E Treasure Drive
        - Reduce cycle length from 150 seconds to 120 seconds
        - Remove northbound and southbound split phasing
33. The Applicant shall continue to work with FDOT and the Village to identify necessary improvements, with the Applicant paying its fair share, to mitigate queueing beyond provided storage bays along 79th Street Causeway related to the Shuckers project; provided, however, that such improvements shall be limited to addressing the incremental impact of the Project.

List of Staff Report Attachments

1. Survey
2. Continuum Waterfront District Special Area Plan Application
3. Appendix C to Chapter 15, Continuum Waterfront District SAP (UPDATED)
4. Amended North Bay Village Zoning Map
5. Conceptual Site Plan
6. Level of Service Analysis 1755
7. Level of Service Analysis 1819
8. Massing and Shadow Studies
9. Reference Visuals
10. Ordinance Rezoning to Continuum Waterfront District Special Area Plan and Amending ULDC

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., at the time the subject application was filed, Section 15.2.G. of the Form-Based Code allowed parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, following submittal of the subject application, the provisions addressing the Special Area Plan were incorporated into Section 4.19 of the ULDC pursuant to Ordinance No. 2025-003, including the requirement that parcels consist of least two (2) abutting acres; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding two (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, as it existed on the date of the subject application, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, 1755 JFK Owner LLC and 1819 NBV Owner LLC (collectively, the "Applicant"), which own 1755 79th Street Causeway and 1819/1855 79th Street Causeway, respectively, that together comprise 3.652 acres of real property (collectively, the "Property"), legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", have submitted an application for a special area plan; and

WHEREAS, the Applicant has applied for:

1) a rezoning of the Property from "T6-30" Transect Zone to "Continuum Waterfront District Special Area Plan" ("Continuum SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix C to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix C to Chapter 15 Continuum Waterfront District Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-30" Transect Zone to "Continuum Waterfront District Special Area Plan" and the proposed Appendix C to Chapter 15 (also known as the "Continuum SAP"), and determined that the rezoning and proposed Appendix C to Chapter 15 satisfy the conditions of Sections 4.2 and 4.18 of Chapter 4 and Section 15.2.G of the ULDC, as the same existed as of the date of the subject application, and recommends approval of the rezoning and the proposed Appendix C to Chapter 15; and

WHEREAS, on June 4, 2025, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____, 2025; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 3.652 acres (159,081 sq. ft.) from "T6-30" Transect Zones to "Continuum Waterfront District Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix C to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix C to Chapter 15" or the "Continuum Waterfront District Special Area Plan," which shall apply to the Property zoned "Continuum Waterfront District Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix C, which is attached hereto as Exhibit "C", and any other

non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the 20th day of May, 2025.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: Mayor Streitfeld
Seconded By: Commissioner Acosta

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Rachel Streitfeld ___
Vice Mayor Goran Cuk ___

Commissioner Doris Acosta ___

Commissioner Richard Chervony ___

Commissioner Andrew Rotondaro ___

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI–DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE–HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTHEAST SEVENTY–NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT–OF–WAY OF SAID NORTHEAST SEVENTY–NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT–OF–WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT–OF–WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI–DADE COUNTY, FLORIDA.

EXHIBIT "B"
SKETCH





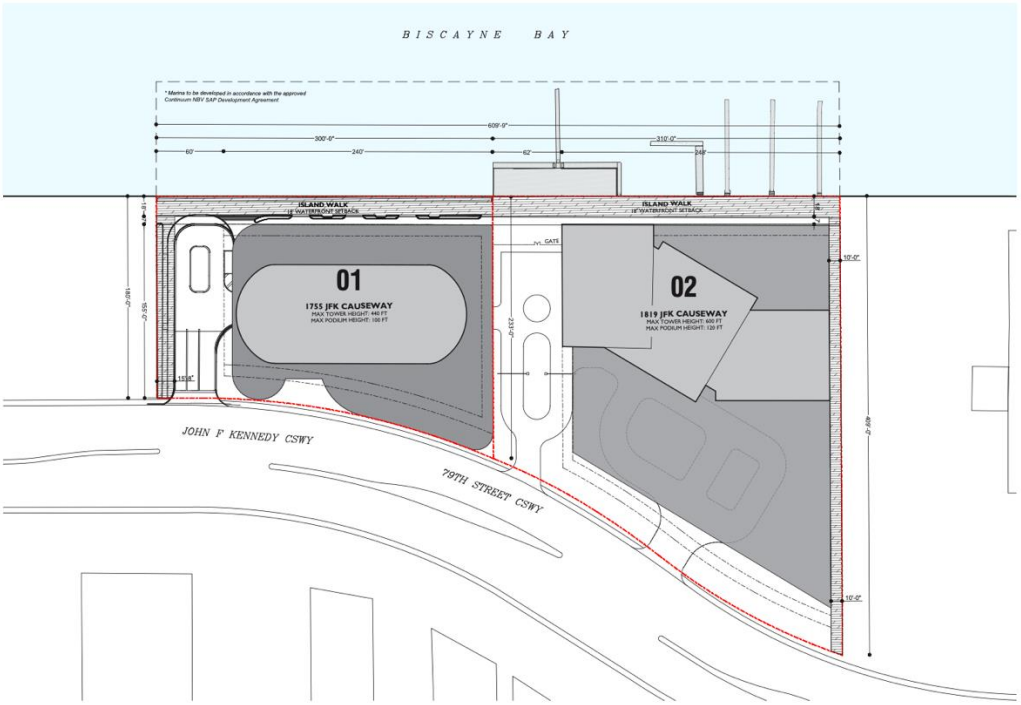


EXHIBIT "C"
APPENDIX C TO CHAPTER 15

Continuum Waterfront District
Special Area Plan
(attached)

Appendix C

CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN

I. General Provisions

A. *Title*. This appendix shall be known as the Continuum Waterfront District Special Area Plan or "**Continuum Waterfront District**."

B. *Purpose and intent*. This appendix sets forth the standards applicable to this special area plan. In addition to the purpose and intent set forth in § 15.1.B., these standards are intended to facilitate the economic viability and execution of the development of Continuum Waterfront District, a transformational mixed-use project in the heart of North Bay Village situated on two main parcels, 1755 Kennedy Causeway ("Continuum West") and 1819 Kennedy Causeway ("Continuum East"), totaling approximately 3.652 acres. Continuum Waterfront District will elevate the Village's skyline with a variety of building heights composed of high-quality design elements and will serve Village residents and visitors by providing civic space, interaction with Biscayne Bay through the provision of an Island Walk, public benefits, and a mix of uses which may include residences, hotel and associated amenities, restaurants, entertainment, and shopping.

C. *Location.* The general geographic boundaries of the Continuum Waterfront District are as shown on Figure 1 below:



Figure 1

The legal description of the site is provided in Section VIII below. The site as identified in this subsection shall be designated as the Continuum Waterfront District on the official zoning map.

D. *Applicability*. This appendix shall govern the development of lands located within the geographic boundaries of the Continuum Waterfront District as defined above.

E. *Effect of Continuum Waterfront District Designation*. The provisions of this SAP shall supersede the provisions of the ULDC. ULDC provisions applicable to the underlying transect zone that are not otherwise addressed by and are not in conflict with this SAP shall apply to new development within the SAP boundaries.

II. Procedures

A. *Development Pursuant to Continuum Waterfront District SAP*. Development within the Continuum Waterfront District shall be permitted pursuant to the procedures contained in section 4.19(D) of the ULDC as adopted by ordinance number 2025-003, with the following modifications:

1. The Planning and Zoning Official shall issue a recommendation to the Village Manager within 120 calendar days of a determination that the application is complete. The Village Manager shall issue a final decision on the SAP Permit within 14 calendar days of receiving the Planning and Zoning Official's findings and recommendations, unless the applicant and Village agree to a different timetable.
2. Notwithstanding the provisions provided in section 4.19(D)(2) of the ULDC, SAP permit applications that meet all applicable land development regulations shall only be subject to review by the Planning and Zoning Board and Village Commission at the request of the applicant.
3. Approval of an SAP permit may not be subject to the provision of any additional community or other contribution fees, public facilities or infrastructure improvements, or other public benefits beyond those agreed to in the Continuum Waterfront District SAP Development Agreement.
4. The Village Manager's determination on an SAP permit application may only be appealed by an applicant. Any such appeal shall be subject to the procedures set forth in Chapter 4 – Administration and Enforcement, Section 4.4, and Section 4.5, of the ULDC. Challenges by any other party may be filed in the appropriate court of law.

III. Development Regulations

The development regulations provided in this Section shall govern development in the Continuum Waterfront District.

A. *Density and intensity calculations.* Density and intensity shall be measured and calculated based on the net lot area of the Continuum Waterfront District as a whole based on the Floor Lot Ratio and Density regulations of the Comprehensive Plan and ULDC, including permitted bonuses.

B. *Height*. Except as otherwise provided in this appendix, maximum heights shall be as follows:

1. Continuum West: For building height, the lesser of 40 stories or 440 feet.

2. Continuum East:
   a. For building height, the lesser of 60 stories or 600 feet. However, within 50 feet from the eastern property line height shall be the lesser of 40 stories or 440 feet; and
   b. For parking garages and pedestals, the lesser of 10 stories or 120 feet.

C. *Allowable Rooftop Projections*. Height and area limitations shall not apply to rooftop mechanical equipment and other non-habitable rooftop features, provided that such features shall not exceed 30 feet above the maximum building height. Mechanical equipment on a roof shall be enclosed by parapets or architectural screening to the minimum height necessary to conceal it from pedestrian view and shall not exceed the maximum building height by more than 32 feet. Trellises may extend above the maximum building height up to 35 feet. Extensions more than the heights provided in this subsection for stair, elevator, mechanical enclosures, or ornamental purposes, shall be permitted by process of Waiver.

D. *Floorplates*. Above the pedestal, the building floorplate dimensions shall be limited as follows:

1. Continuum West:
   a. 20,000 square feet maximum for residential uses.
   b. 300 feet maximum length for all uses.

2. Continuum East:
   a. 30,000 square feet maximum for all uses, up to a maximum building height of the lesser of 40 stories or 440 feet. Thereafter, 20,000 square feet maximum for all uses.
   b. 300 feet maximum length for all uses.

E. *Continuum East Stepbacks*. Notwithstanding any provision within the ULDC to the contrary, balconies provided on the west facade (i.e., west side yard) as part of a tower on Continuum East may encroach up to 10 feet into the required Stepback.

F. *Pedestals, Parking Structures and Liners*. Notwithstanding any provision within the ULDC to the contrary, Pedestals, Parking structures, and Liners shall be regulated as follows:

1. Liners are optional.
2. Liners facing Kennedy Causeway may encroach into the Setback above a Gallery or Arcade.
3. Any portion of a parking structure's facade without Liners shall utilize green walls, architectural screening, artwork, or a combination of these options.
4. Artificial landscaping may be used for a green wall.

5. Architectural screening or artwork provided pursuant to this subsection shall be approved by SAP Permit or, at the applicant's request, the Planning and Zoning Board.

G. *Exhaust Air Fans and Louvers*. Notwithstanding any provision within the ULDC to the contrary, exhaust fans may be placed 15 feet or more above grade on a building's side, provided they are visually screened with a louver and not plainly audible at distance of 150 feet from the exterior boundary of the Continuum Waterfront District SAP.

H. *Curb Cuts*. Notwithstanding any provision within the ULDC, curb cuts shall be permitted in all portions of a Primary Frontage facing Kennedy Causeway as permitted by FDOT.

I. *Sidewalks and the front setback.*

1. In lieu of the Sidewalk requirements contained in Section 15.3.C.1.I. of the ULDC, a paved pedestrian path shall be provided over at least 40% of the front setback along Kennedy Causeway.
2. Any unpaved portion of the front Setback may be used for vehicular entries, landscaping, structural support for the Gallery or Arcade, and other similar uses.
3. If any additional dedications (including easements) are required for the Kennedy Causeway right of way (including for expansion of the existing public sidewalks), such additional dedication area shall be calculated as if included within the front Setback. In addition, the size of the minimum required Gallery or Arcade shall, at the applicant's request, be reduced by up to the size of such dedication.
4. The pedestrian path provided pursuant to this subsection shall remain open to the public, but an easement shall not be required to be provided to the Village. Provisions ensuring public access shall be memorialized in a Development Agreement.

J. *Island Walk*.

1. Notwithstanding any provision within the ULDC to the contrary, the Island Walk Public Access Walkway shall be provided along the eastern and western exterior boundaries of the Continuum Waterfront District.
2. It is provided that, at the applicant's request, the Island Walk Public Access Walkway may instead be located pursuant to the requirements of Section 15.3.C.7.3.(d).
3. The Island Walk Public Access Walkway, shall remain open to the public, but an easement shall not be required to be provided to the Village. Provisions ensuring public access shall be memorialized in a Development Agreement.
4. The design of the Island Walk and associated improvements, including benches, landscaping, and signage, shall be reviewed and approved as part of an SAP Permit.

K. *Awnings and Canopies*. Notwithstanding any provision within the ULDC to the contrary, Awnings and Canopies shall be permitted to encroach 3 feet north into the Island Walk

passive zone in addition to the encroachment provided in section 15.3.C.2.h.3 of the ULDC, provided that such Awnings and Canopies:

1. Are placed at a height of at least 8 feet above the average elevation of the Island Walk; and
2. Do not encroach on the View Corridors or the waterward projection of the View Corridors.

L. *Civic Spaces*. Five percent (5%) of the SAP's aggregate lot area shall be assigned to Civic Spaces. Civic Spaces shall be defined as areas accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes. Any land used for the provision of public infrastructure on site shall count toward the minimum Civic Space requirement. Lobbies, retail spaces, and food and beverage establishments shall not be considered Civic Space.

M. *Public Infrastructure*. Should the provision of public infrastructure be required within the SAP boundaries, such infrastructure shall be permitted below grade in any required Setback or View Corridor, except the Island Walk Public Access Walkway, and shall not count against maximum lot coverage requirements. It is further provided that control panels or other supporting equipment for the below grade infrastructure shall be permitted at a maximum height of 3.5 feet in a location within the view corridor approved by the Village Manager. Public infrastructure, if provided on site, shall be the subject of appropriate easement(s) providing for maintenance, repair, and replacement of the facilities and any private property impacted by such work.

N. *View Corridor*. Notwithstanding any ULDC provisions to the contrary, the following standards shall apply to the View Corridor:

1. The Continuum West View Corridor shall be at least 60 feet wide, and the Continuum East View Corridor shall be at least 62 feet wide.
2. A porte cochere shall be permitted to encroach a maximum of 20 feet into the View Corridor.
3. The grade of the View Corridor may rise up to five (5) feet above the Island Walk.
4. Within the Continuum East View Corridor:
    a. If a publicly accessible square of at least 1,200 square feet is provided adjacent to the Island Walk, walls, hedges, fences, and gates shall be allowed at a maximum height of 7 feet if 50 percent of the surface area above the height of 3.5 feet is transparent. Otherwise, these features shall be permitted at a height of 3.5 feet as provided for in the ULDC.
    b. Security gate barrier arms shall be permitted to encroach the length of the driveway.

O. *Continuum East Guard House*. Notwithstanding any ULDC provisions to the contrary, a security structure, not exceeding 200 square feet in floor area, shall be permitted within

the front setback of Continuum East provided it is outside the View Corridor and it does not encroach on the Island Walk Access Walkway.

P. *Continuum East Workforce Housing*. Notwithstanding any ULDC provisions to the contrary and pursuant to the terms of Continuum Waterfront District SAP Development Agreement, the developer may elect to develop onsite workforce housing units as part of a hotel on Continuum East. If developed as part of a hotel or mixed-use building, the units shall be permitted to be developed as a separate component clustered together, serviced by mixed-use elevators and other facilities that may be separate from the hotel use. Further, all units developed pursuant to this section shall be one or two bedrooms and shall be provided access to hotel amenities.

Q. *Marinas and waterfront structures*. Notwithstanding any ULDC provisions to the contrary, marinas, docks, decks, shade structures, and other appurtenant facilities and structures shall be allowed without regard to internal property lines and shall be permitted by right through SAP Permit, provided they are approved by DERM/FDEP. Docks, piers, wharfs, dolphins, pilings, boat lifts, and similar structures shall remain within the projections of the east/west side boundaries of the Continuum Waterfront District into the waters of Biscayne Bay, but said structures shall not otherwise be limited by the dimensional restrictions in Section 9.12(B) of the ULDC, provided they are approved by DERM/FDEP. However, any structure directly north of the view corridor that rises by more than 3.5 feet shall be permitted subject to approval by the Village Manager upon a finding that the proposed structure does not significantly impede views.

R. *Loading Berth Requirements*. The minimum loading berth requirements for the uses listed below shall be modified as follows:

Use	**Berth Requirement**
a. Residential	One (1) 420 square foot berth per 200 units or fraction thereof.
b. Lodging	One (1) 420 square foot berth per 300 rooms or fraction thereof.

Notwithstanding any applicable loading requirements, if applicant covenants to service a development with private trash hauling, then any required residential loading berth may be reduced to 240 square feet.

IV. Platting

Notwithstanding the provisions of Chapter 5, Division 3 of the ULDC and any other provision within the ULDC or Village Code requiring platting, the parcels that make up the Continuum Waterfront District shall be deemed exempt from platting, and the Village Manager shall confirm the exemption at applicant's request.

V. Alcoholic Beverage and Entertainment Regulations

It is the intent of the Continuum Waterfront District to encourage significant monetary investment and improve the economic viability of a mixed-use project that is designed to attract a variety of entertainment and restaurant options to the Village. The standards and regulations contained in this article shall serve as the exclusive mechanism through which the Village shall regulate the location and operation of alcohol service establishments and the provision of music and entertainment within the developed portions of the SAP. It is the intent of the Village for these regulations to supersede the alcoholic beverage regulations promulgated in Chapter 111 of the Village Code and noise regulations promulgated in Chapter 96 of the Village Code for uses established within new development authorized under these regulations. It is provided however that such uses established within development existing as of the effective date of this ordinance shall continue to be governed by Chapters 96 and 111 of the Village Code.

A. *Distance requirements*.

1. No minimum distance shall be required between any business within the SAP licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other business, school, or religious institution within the SAP.

2. No minimum distance shall be required between any establishment licensed to sell alcoholic beverages either for consumption on or off premises within the SAP and any business or religious institution outside of the SAP.

3. In consideration of Kennedy Causeway being a six-lane highway, no minimum distance shall be required from any school located south of Kennedy Causeway.

4. No business licensed to sell alcoholic beverages either for consumption on or off premises within the SAP shall be located within 500 feet of any school located outside the SAP and north of Kennedy Causeway.

B. *Hours of operation.*

1. The hours of sale of alcoholic beverages shall be modified as follows:

   a. Nightclub, bars, places of assembly, and lounges shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m., seven days a week.
   b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.
   c. Retail vendors of alcoholic beverages for consumption on and off the premises shall be allowed to remain open from 8:00 a.m. until 2:00 a.m., seven days a week.

2. The hours of sale listed in subsection B.1 above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food or nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Hours for music and entertainment; permissible sound levels.*

1. Music, singing, and other forms of entertainment, whether amplified or not, shall be permitted within the SAP:
    a. Indoors at any time during business hours of any facility or business; and
    b. Outdoors no later than 11:00pm during weeknights and 11:59pm on Fridays, Saturdays, Sundays, and legal holidays as provided by state law.

2. The Village Manager may issue a temporary permit to allow noise that would otherwise be prohibited when produced by a temporary use, special event, or activity.

D. *Outdoor sales of alcoholic beverages.* Provided that each operator of an outdoor facility vending and serving alcoholic beverages is duly licensed by the state and permitted to operate pursuant to the Village Code, those persons or entities within the SAP licensed under the state beverage license laws may sell and serve beer, wine, and alcoholic beverages of any type, regardless of alcohol content, at any location within the SAP licensed for such sale and under the control of such licensee, including, but not limited to: sidewalk cafes; outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises; and licensed freestanding structures such as outdoor bars and kiosks selling food or beverages and pushcart type vehicles.

E. *Conflict with Chapter 111 of the Village Code*. In the event of a conflict with any provision of chapter 111 of the Village Code, this section shall prevail.

VI. Signs

A. Notwithstanding Section 15.6.E or any other ULDC provisions to the contrary, in furtherance of the intent of the Continuum Waterfront District to provide transformational mixed-use development to elevate the Village's skyline, each building frontage may have a wall mural sign where the area actually occupied by the graphic and text elements of the sign does not exceed 50 percent of the wall area on which it is located, provided that such sign is at least 300 feet above grade and either (i) directs attention to a business, service, entertainment venue, or facility located upon the premises where such sign is located, (ii) contains artwork or other noncommercial message, or (iii) identifies the owner, operator, tenant, or developer of the property.

B. For avoidance of doubt, the sign area shall not include the building paint scheme so long as such paint scheme is consistent for the entire facade of the building that the sign is located on.

C. Sandwich signs shall be prohibited within the Island Walk.

VII. Construction Hours

Notwithstanding Chapter 96 of the Village Code of Ordinances or any other Village Code provision to the contrary, construction shall be permitted within the Continuum Waterfront District SAP Monday through Saturday subject to the following conditions:

A. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.
B. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:
    a. Before 8:00 am Monday through Friday;
    b. After 5:00 pm Monday through Friday; and
    c. Before 9:00 am on Saturday.
C. During construction, loud music shall be prohibited at all times.
D. Monday through Friday, concrete pours can occur prior to 8 am and continue until such pour is complete as long as a white noise alarm system or flag man is used in lieu of back up alarms.
E. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.
F. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Repeated violations may result in the termination of the extended hours granted in this Section;
G. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

VIII. Legal Description

The following are the legal descriptions of the sites that comprise the Continuum Waterfront District:

A. Continuum West:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

B. Continuum East:

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET

TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CENTERLINE
CHECK VALVE ASSEMBLY
CIRCULAR DRAIN
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
CURB INLET
ELECTRIC BOX
ELECTRIC HAND HOLE
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. TRANSFORMER PAD
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
OVERHEAD WIRES (APPROXIMATE)
P-5 INLET
P-6 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIAMESE CONNECTION
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT HAND HOLE
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PEDPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC SIGNAL POST
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

(A) denotes ANGLE
(BSL) denotes BUILDING SETBACK LINE
(CB) denotes CHORD BEARING
(CD) denotes CHORD DISTANCE
(CP) denotes CONCRETE MONUMENT WITH PLASTIC CAP
(D) denotes DEED
(DE) denotes DRAINAGE EASEMENT
(FD) denotes FOUND
(FIP) denotes IRON PIPE
(FIR) denotes IRON ROD
(FND) denotes POINT OF COMMENCEMENT
(FPC) denotes POINT OF BEGINNING
(FPOB) denotes OVERHEAD UTILITY WIRES
(OHW) denotes OFFICIAL RECORDS BOOK
(ORB) denotes PLAT BOOK
(PB) denotes PAGE
(PG) denotes POINT OF COMMENCEMENT
(POC) denotes POINT OF BEGINNING
(POB) denotes PERMANENT REFERENCE MONUMENT
(PRM) denotes RADIUS
(R) denotes RADIAL
(RAD) denotes RADIUS
(RAD) denotes RECTANGULAR CONCRETE BLOCK STRUCTURE
(RCBS) denotes CONCRETE
(SWK) denotes SIDEWALK
(T) denotes TANGENT
(TYP) denotes TYPICAL
(UNO) denotes UNLESS NOTED OTHERWISE
(CAP) denotes CAP BEARS "ILB 47" CPP
(CAP) denotes CAP BEARS "ILB 47" CPP
(CAP) denotes CAP BEARS "LB 6909" PCC
(CLF) denotes CHAIN LINK FENCE
(E) denotes ENCROACHMENT

(D) denotes DEED INFORMATION
(F) denotes FIELD MEASURED LEGAL DESCRIPTION
(M) denotes MEASURED INFORMATION
(R) denotes RECORD OR PLATTED INFORMATION

PLOTTED UNDERGROUND UTILITIES (APPROXIMATE):

COMM —— COMMUNICATION
DRAIN —— DRAINAGE
FPL —— ELECTRIC
FM —— FORCE MAIN
IRRIG —— IRRIGATION
GAS —— NATURAL GAS
SS —— SANITARY SEWER
WM —— WATER

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 43°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

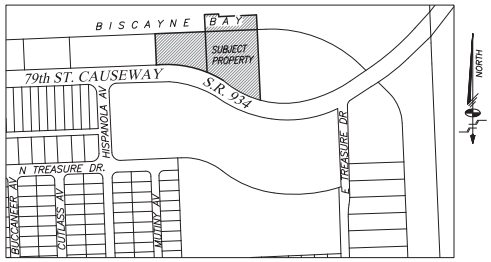
SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N88°41'24"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY (S.R. No. 934) BETWEEN HISPANOLA AVENUE AND E. TREASURE DR.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. OVERALL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 159,068± SQ. FT. (3.652± ACRES) WEST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 58,504± SQ. FT. (1.343 ACRES) EAST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 100,564± SQ. FT. (2.309± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8' & ELEVATION 9'), PER FLOOD INSURANCE RATE MAP NO. 12086C0307L, COMMUNITY NO. 120654, PANEL NO. 0307, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. EASEMENTS, ENCUMBRANCES AND ENCROACHMENTS, IF ANY, ARE BASED SOLELY ON CLEAR VISIBLE EVIDENCE COLLECTED DURING THE SURVEY AND AS SHOWN ON THE UNDERLYING PLAT(S) OF RECORD. THE SURVEYED LANDS MY BE SUBJECT TO OTHER EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY BE DISCLOSED BY A SEARCH OF TITLE, WHICH WAS NOT MADE AVAILABLE TO THE SURVEYOR.
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET AND HUNDREDTHS THEREOF.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK DOT BM, LOCATOR: 3231 S.W. LOC1: 79th ST CSWY----, LOC2: TREASURE ISLAND & NORMANDY ISLE----BRIDGE BETWEEN, DOT BRASS DISC IN SIDEWALK IN SW CORNER OF BRIDGE, ELEVATION = 15.55' N.G.V.D. 29.

TREE TABLE

TREE NO	COMMON NAME	SPECIES	DIA. IN.	HT. FT.	CNPY. Ø FT.
1	CABBAGE PALM	"Sabal palmetto"	15	25	8
2	CABBAGE PALM	"Sabal palmetto"	14	15	12
3	CABBAGE PALM	"Sabal palmetto"	15	15	12
4	CABBAGE PALM	"Sabal palmetto"	10	15	12
5	CABBAGE PALM	"Sabal palmetto"	10	15	12
6	CABBAGE PALM	"Sabal palmetto"	12	15	12
7	CABBAGE PALM	"Sabal palmetto"	14	15	12
8	ROYAL PALM	"Roystonia elata"	17	20	15
9	QUEEN PALM	"Syagrus romanzoffiana"	8	10	10
10	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	10	15
11	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	14	15
12	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
13	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
14	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	15	15
15	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
16	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	15	15
17	CHRISTMAS PALM	"Veitchia merrillii"	6	12	6
18	UNKNOWN 1	UNKNOWN 1	(5)3	10	10
19	UNKNOWN 2	UNKNOWN 2	(3)3	10	6
20	UNKNOWN 3	UNKNOWN 3	(2)3	8	8
21	SLASH PINE	"Pinus elliottii"	2	10	3
22	SLASH PINE	"Pinus elliottii"	3	10	5
23	UNKNOWN 4	UNKNOWN 4	3	10	6
24	CABBAGE PALM	"Sabal palmetto"	4	3	3
25	BUTTONWOOD	"Conocarpus erectus"	2	8	3
26	BUTTONWOOD	"Conocarpus erectus"	(3)2	8	4
27	BUTTONWOOD	"Conocarpus erectus"	2	8	3
28	BUTTONWOOD	"Conocarpus erectus"	(3)2	8	5
29	BUTTONWOOD	"Conocarpus erectus"	3	8	6
30	BUTTONWOOD	"Conocarpus erectus"	2	6	3
31	BUTTONWOOD	"Conocarpus erectus"	(2)2	6	3
32	BUTTONWOOD	"Conocarpus erectus"	3	6	3
33	BLACK OLIVE	"Bucida buceras"	(3)24	30	30
34	COCONUT PALM	"Cocos nucifera"	24	35	15
35	COCONUT PALM	"Cocos nucifera"	12	35	15
36	SOLITAIRE PALM	"Ptychosperma elegans"	8	15	15
37	ROYAL PALM	"Roystonia elata"	20	15	15
38	SEAGRAPE	"Coccoloba uvifera"	50	35	40
39	SOLITAIRE PALM	"Ptychosperma elegans"	6	15	7
40	SOLITAIRE PALM	"Ptychosperma elegans"	5	15	7
41	ROYAL PALM	"Roystonia elata"	30	25	15
42	COCONUT PALM	"Cocos nucifera"	8	20	15
43	COCONUT PALM	"Cocos nucifera"	10	20	15
44	SOLITAIRE PALM	"Ptychosperma elegans"	(3)6	15	15
45	COCONUT PALM	"Cocos nucifera"	15	25	15
46	COCONUT PALM	"Cocos nucifera"	13	25	15
47	COCONUT PALM	"Cocos nucifera"	13	25	20
48	COCONUT PALM	"Cocos nucifera"	12	25	15
49	PYGMY DATE PALM	"Phoenix roebelenii"	(4)4	15	25
50	COCONUT PALM	"Cocos nucifera"	18	30	15
51	COCONUT PALM	"Cocos nucifera"	18	30	15
52	COCONUT PALM	"Cocos nucifera"	24	30	20
53	COCONUT PALM	"Cocos nucifera"	15	30	15
54	COCONUT PALM	"Cocos nucifera"	18	30	15
55	COCONUT PALM	"Cocos nucifera"	17	30	15
56	COCONUT PALM	"Cocos nucifera"	18	30	15
57	COCONUT PALM	"Cocos nucifera"	18	30	15
58	COCONUT PALM	"Cocos nucifera"	17	30	15
59	COCONUT PALM	"Cocos nucifera"	18	30	15
60	COCONUT PALM	"Cocos nucifera"	17	30	15
61	COCONUT PALM	"Cocos nucifera"	17	30	15
62	COCONUT PALM	"Cocos nucifera"	18	30	15
63	COCONUT PALM	"Cocos nucifera"	18	30	15
64	COCONUT PALM	"Cocos nucifera"	18	30	15
65	COCONUT PALM	"Cocos nucifera"	15	30	15
66	COCONUT PALM	"Cocos nucifera"	15	30	15
67	COCONUT PALM	"Cocos nucifera"	17	30	15
68	COCONUT PALM	"Cocos nucifera"	17	30	15
69	COCONUT PALM	"Cocos nucifera"	18	30	10
70	COCONUT PALM	"Cocos nucifera"	10	30	10
71	COCONUT PALM	"Cocos nucifera"	12	30	15
72	COCONUT PALM	"Cocos nucifera"	12	20	15
73	COCONUT PALM	"Cocos nucifera"	12	30	15
74	COCONUT PALM	"Cocos nucifera"	12	30	15
75	COCONUT PALM	"Cocos nucifera"	12	30	15
76	COCONUT PALM	"Cocos nucifera"	13	30	20
77	COCONUT PALM	"Cocos nucifera"	12	30	20
78	COCONUT PALM	"Cocos nucifera"	10	30	15
79	COCONUT PALM	"Cocos nucifera"	10	30	15
80	COCONUT PALM	"Cocos nucifera"	12	30	15
81	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
82	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
83	CHINESE FAN PALM	"Livistona chinensis"	(2)12	15	12
84	COCONUT PALM	"Cocos nucifera"	14	30	0
85	ARECA PALM	"Chrysalidocarpus lutescens"	(4)Multi	35	0
86	SOLITAIRE PALM	"Ptychosperma elegans"	(6)Multi	30	15
87	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	35	20
88	SOLITAIRE PALM	"Ptychosperma elegans"	8	35	10
89	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	30	10
90	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
91	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
92	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	12	8
93	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	15	8
94	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
95	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
96	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3X4/3X5	20	8
97	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
98	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3X8	20	8
99	SOLITAIRE PALM	"Ptychosperma elegans"	3	6	4
100	SOLITAIRE PALM	"Ptychosperma elegans"	(3)2X3X5	20	6

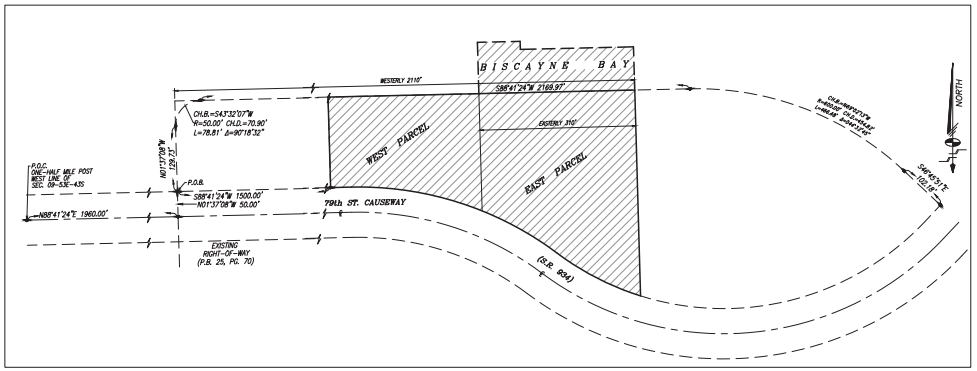
NOTE:
THE TREE INFORMATION AS INDICATED ON THE "TREE LIST" IS SUBJECT TO REVISION BY SUBSEQUENT SITE INSPECTION BY A CERTIFIED ARBORIST OR OTHER INDIVIDUAL WITH SIMILAR EXPERTISE.



LOCATION SKETCH

Scale: 1"=300'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Scale: 1"=100'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS AS SET FORTH IN RULES 5J-17.051 AND 5J-17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-47

Drawn By: M.S.J. | Checked By: M.S.J. | Date: 12-26-2024
Survey Date: 12-04-2024 | Field Bk. No.: 2178 | Pg. No.: 24-25 | Scale: AS SHOWN
Order No.: 119864

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

REVISIONS

Dsc	Order No.	Chd	Appd	Revision	By

ALTA/NSPS LAND TITLE SURVEY

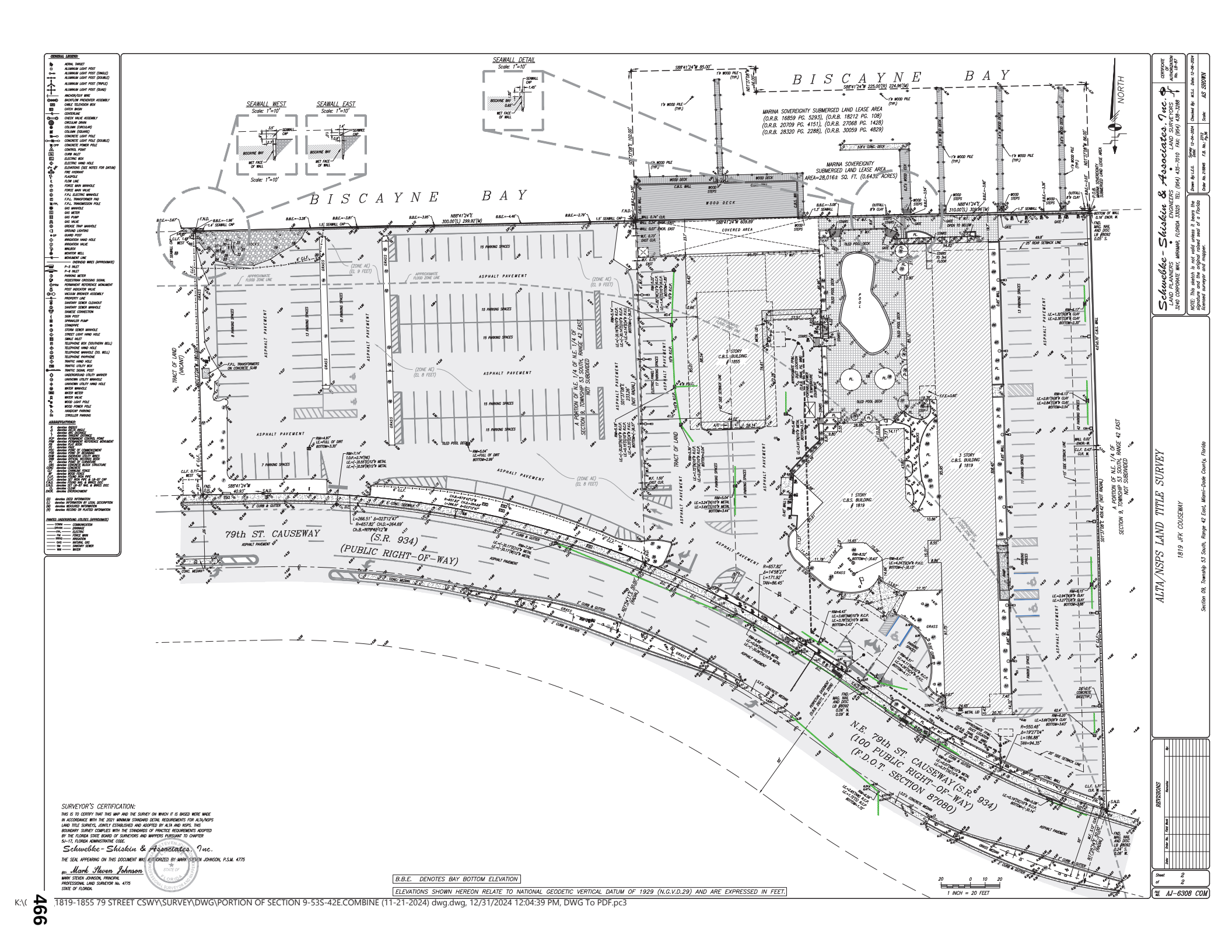
1755 JFK COUSEWAY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida

Sheet 1 of 2

FILE NO. AJ-6308 COM

K:\(1819-1855 79 STREET CSWY\SURVEY\DWG\PORTION OF SECTION 9-53S-42E.COMBINE (11-21-2024) dwg.dwg, 12/31/2024 11:56:19 AM, DWG To PDF.pc3



GENERAL LEGEND:

ABBREVIATIONS:

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS BOUNDARY SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-43

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

Drawn By: L.G.S. | Checked By: M.S.J. | Date: 12-06-2024
Survey Date: 12-04-2024 | Scale: AS SHOWN
F.B. No.: 21/16 PG. 24
Order No.: 116866

REVISIONS

No.	Description	Date
1	ADDED ZONING INFORMATION	12-19-2024
2	ADDED TITLE COMMITMENT INFORMATION	12-20-2024

Sheet 2 of 2

FILE NO. AJ-6308 COM

ALTA/NSPS LAND TITLE SURVEY

1819 JFK COUSEWAY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida

K:\(1819-1855 79 STREET CSWY\SURVEY\DWG\PORTION OF SECTION 9-53S-42E.COMBINE (11-21-2024) dwg.dwg, 12/31/2024 12:04:39 PM, DWG To PDF.pc3

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan X**

ULDC Text Amendment _____

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Planning and Zoning Official. The application and all supplemental forms and data may be submitted electronically for review via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC and 1819 NBV Owner, LLC
   (If different from Owner)
2. Contact Phone: 305-982-5678 Email Address: Christopher.penelas@akerman.com
3. Mailing Address 98 Southeast Seventh Street Suite 1100 Miami, FL 33131

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

N/A

2. Reason for Request: N/A

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: 1755 JFK Owner, LLC and 1819 NBV Owner, LLC
2. Contact Phone: 305-982-5678 Email Address: Christopher.penelas@akerman.com
3. Mailing Address: 98 Southeast Seventh Street Suite 1100 Miami, FL 33131
4. Site Address: See attached Survey.
5. Legal Description of Property: See attached Survey.
6. Folio Number(s): 23-3209-000-0110 and 23-3209-000-0123
7. Lot Size (Acres): 3.652
8. Existing Zoning Designation: T6-30 Zoning Requested: Continuum NBV SAP
9. Reason for Request: See Letter of Intent

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the Attorney (designate one: owner, tenant, agent, attorney) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

_____
Signature

Attorney
Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this _____ day of_____, 20____.

_____
Notary

Public Commission expires: _____

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature_____

Print Name Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed to before me this _____ day of _____, 20____,

by _____, who is personally known to

me or who has produced _____ as identification.

_____
Notary Public Signature

Commission
Number/Expiration_____

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: _____

Relationship to the project: (e.g., property owner, architect, developer, attorney)
Attorney

Full Name: Christopher Penelas, Esq. on behalf of 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

Current Address: 98 Southeast Seventh Street Suite 1100

City: Miami State: FL Zip: 33131

Telephone: 305-982-5678 Email: Christopher.penelas@akerman.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

_____
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

_____
Notary Public, State of Florida at Large

My Commission expires _____, 20____.

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
    a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
    b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
    c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
    d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
    e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
    f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
    g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
    h. A parking management program that enables shared parking among public and private Uses.
    i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Planning and Zoning Official. Applicant must provide the following upon submittal of application:

- ☐ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
  - Total acreage
  - Dwelling units per acre
  - Gross floor area
  - Building height
  - Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

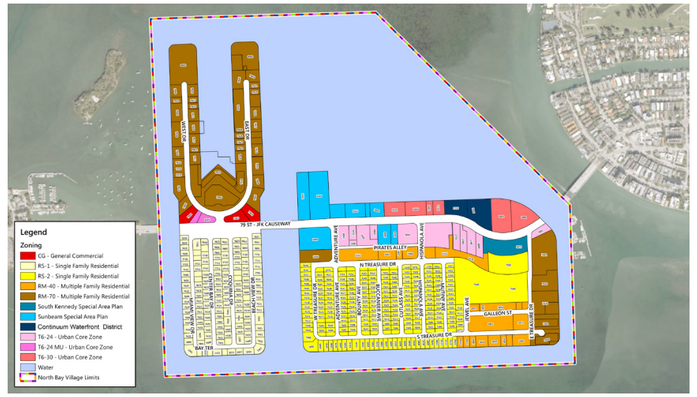
Cash or Check #_____ Cost Recovery Dep: $_____

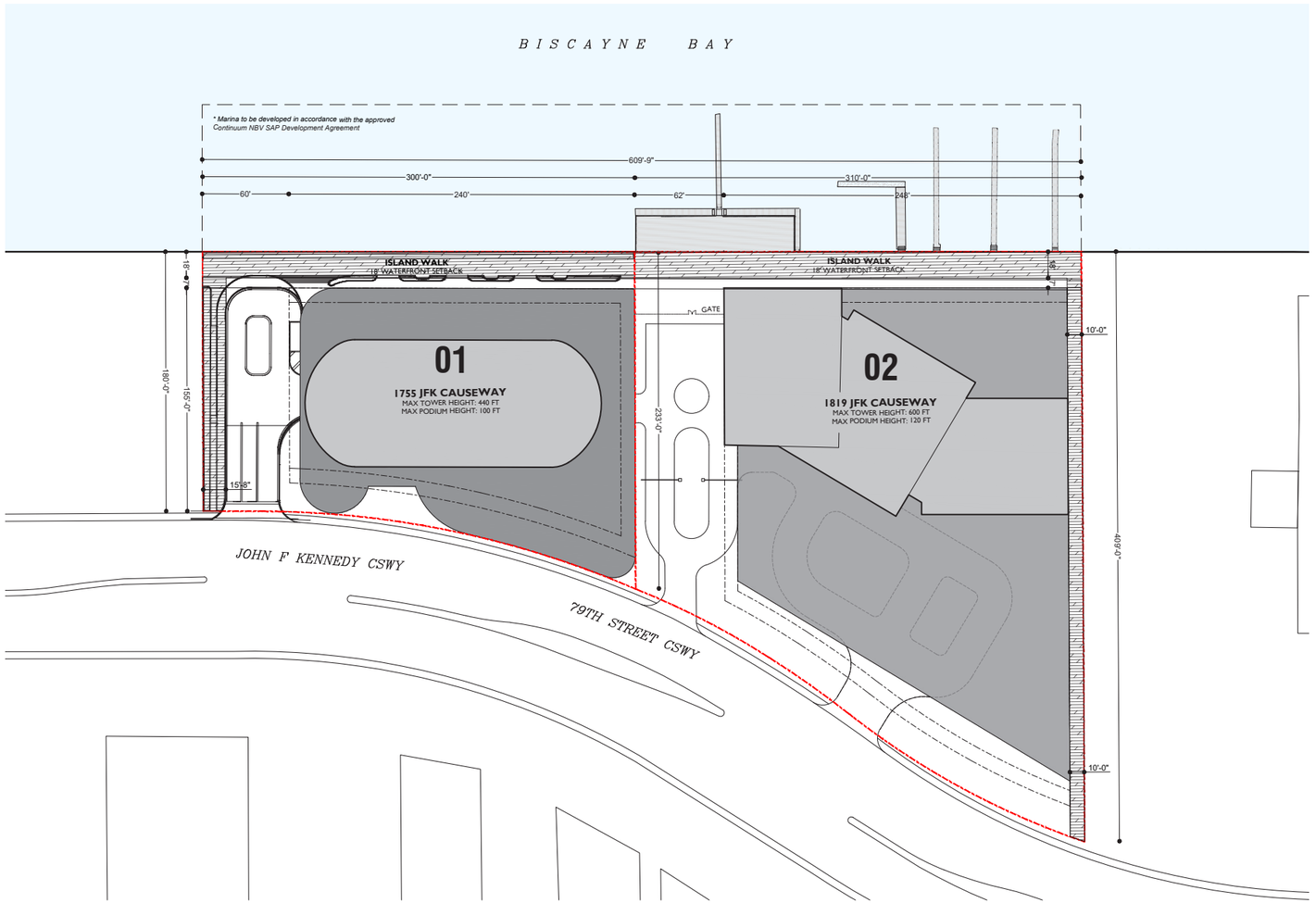
CONTINUUM WATERFRONT DISTRICT

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2900 Oak Avenue, Miami, FL 33133
T 305.372.1812 F 305.372.1175

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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.







TAX FOLIOS

	FOLIO	LOT AREA SF	LOT AREA AC
01	23-3209-000-0110	58,504 SF	1.343
02	23-3209-000-0120	100,564 SF	2.309
	TOTAL	**159,068 SF**	**3.652**

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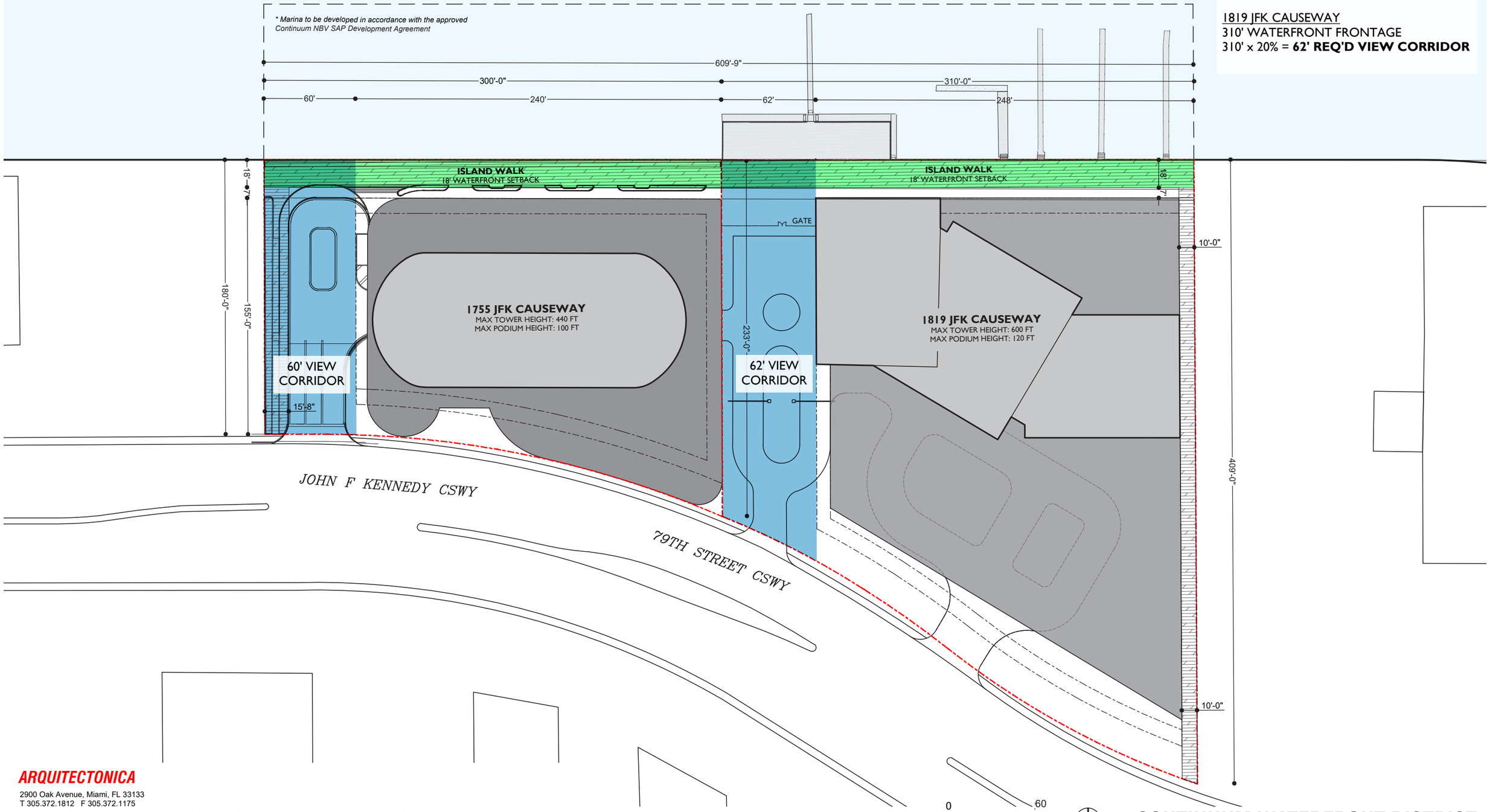
04.22.2025

VIEW CORRIDOR

VIEW CORRIDOR REQ'D WIDTH:
20% OF WATERFRONT FRONTAGE

1755 JFK CAUSEWAY
300' WATERFRONT FRONTAGE
300' x 20% = **60' REQ'D VIEW CORRIDOR**

1819 JFK CAUSEWAY
310' WATERFRONT FRONTAGE
310' x 20% = **62' REQ'D VIEW CORRIDOR**



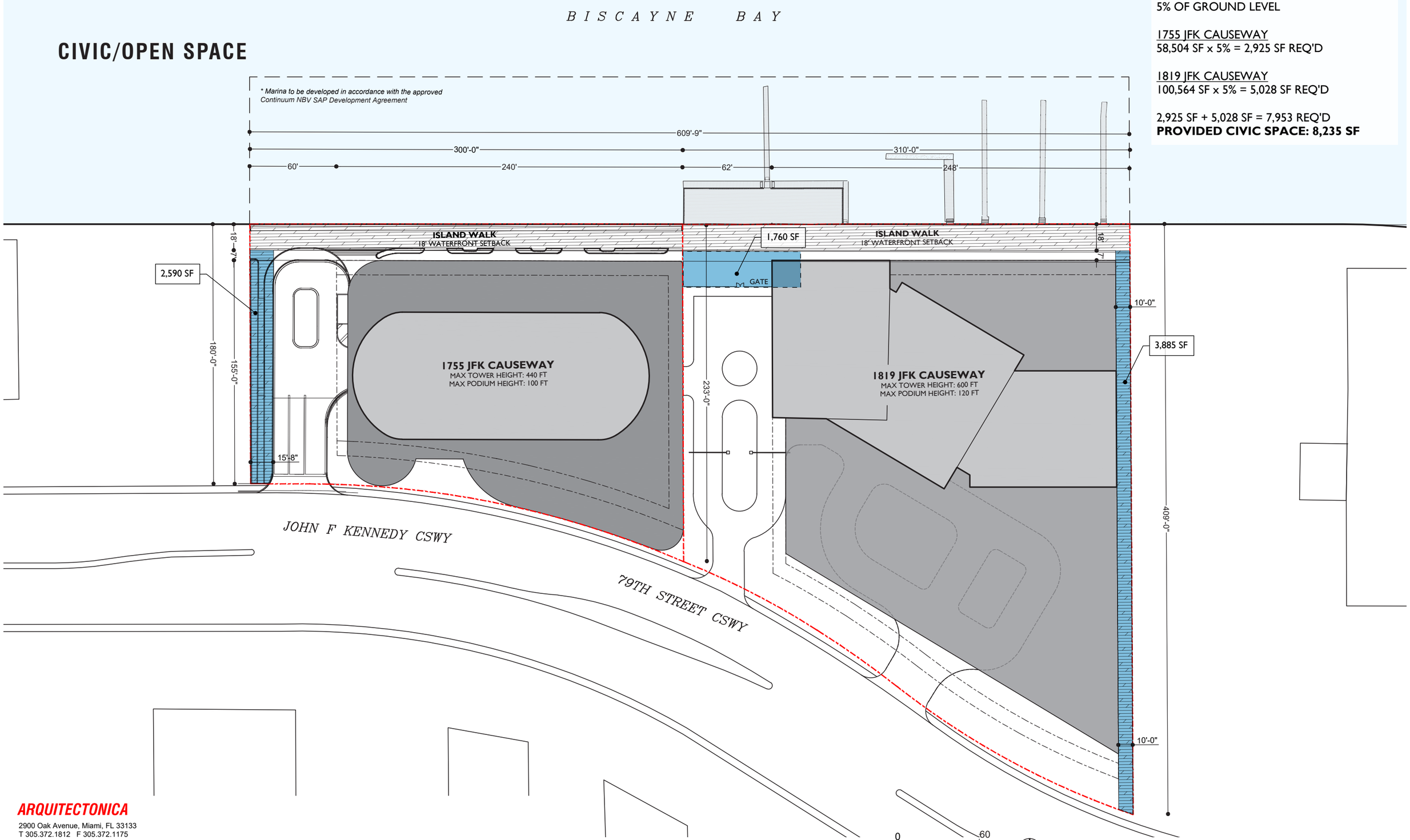
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04.22.2025

0 60
SCALE: 1" = 60'

CIVIC/OPEN SPACE



CIVIC SPACE REQ'D:
5% OF GROUND LEVEL

1755 JFK CAUSEWAY
58,504 SF x 5% = 2,925 SF REQ'D

1819 JFK CAUSEWAY
100,564 SF x 5% = 5,028 SF REQ'D

2,925 SF + 5,028 SF = 7,953 REQ'D
PROVIDED CIVIC SPACE: 8,235 SF

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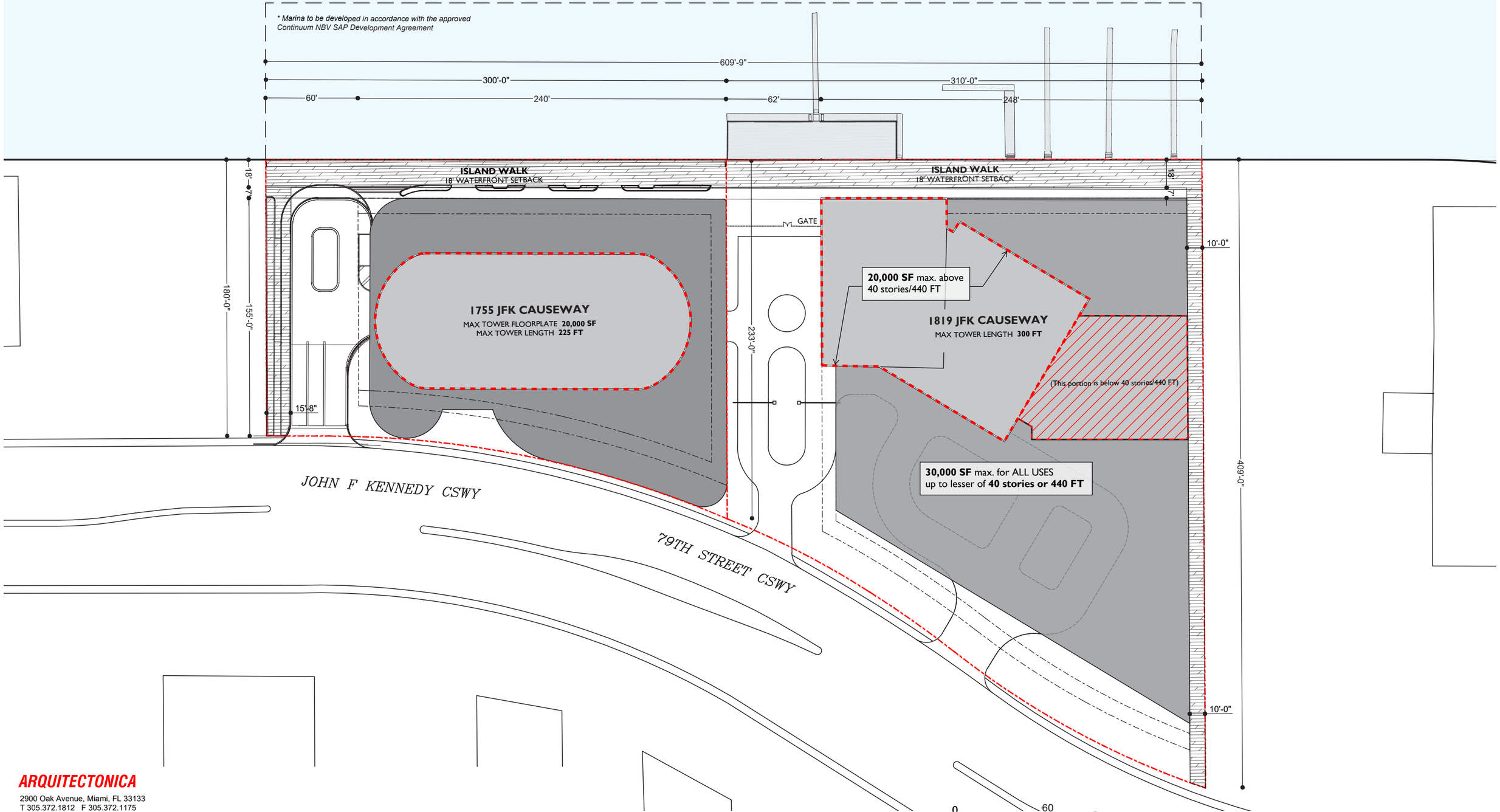
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04.22.2025

0 60
SCALE: 1" = 60'

TOWER FOOTPRINT



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04.22.2025

0 60

SCALE: 1" = 60'


Legend
Zoning
CG - General Commercial
RS-1 - Single Family Residential
RS-2 - Single Family Residential
RM-40 - Multiple Family Residential
RM-70 - Multiple Family Residential
South Kennedy Special Area Plan
Sunbeam Special Area Plan
Continuum Waterfront District
T6-24 - Urban Core Zone
T6-24 MU - Urban Core Zone
T6-30 - Urban Core Zone
Water
North Bay Village Limits
79 ST - JFK CAUSEWAY
PIRATES ALLEY
N TREASURE DR
S TREASURE DR
GALLEON ST
ADVENTURE AVE
HISPANIOLA AVE
JAY TERR
BAY TER
BAY VIEW DR
TREASURE DR

482

NORTH BAY VILLAGE, FLORIDA
DEVELOPMENT IMPACT ANALYSIS REPORT

Project Name:	1755 Kennedy Causeway
Location:	1755 John F. Kennedy Cswy., North Bay Village, FL 33141
Address:	1755 John F. Kennedy Cswy., North Bay Village, FL 33141
General Project Description:	Redevelopment of existing surface parking lot to a multi-story mixed-use building including 236 apartment units, 10,998 SF of full-service restaurant space and 634 SF of take-out restaurant.
Site Square Feet / Acreage:	60,900 SF / 1.40 acres

The following information and analysis are intended to satisfy the requirements set forth in Sections 5.18 – 5.20 of the Unified Land Development Code of North Bay Village, Florida, which provides guidelines and requirements to ensure that the Level of Service (LOS) standards as set forth in the adopted Comprehensive Plan will be maintained, unless mitigation is provided. The following LOS standards shall be used to analyze the infrastructure impacts of each development.

§ 5.20.A Potable Water –

1. Minimum design flow: 110 gallons per day (GPD) per capita:

   The following projected total potable water demand was calculated using land uses, square footage and/or number of units from the proposed development program, and demand rates from the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancy":

Type of Land Use	Qty.	Unit	Demand Rate per Unit (GPD)	Projected Flow Demand (GPD)
Apartment	236	Units	135 GPD/unit	31,860 GPD
Restaurant Full Service	10,998	SF	100 GPD/100 SF	10,998 GPD
Restaurant Take-Out	634	SF	100 GPD/100 SF	634 GPD
			Total Projected Demand (GPD)	43,492 GPD
			Total Projected Demand (MGD)	.043 MGD

   The total population for the Project is based on a per-capita demand of 100 gallons-per-day (GPD) from Chapter 11.243 of "Recommended Standards for Wastewater Facilities" ("Ten States Standards"), which results in a total population of 430. Applying the minimum required design flow from §5.20.A results in a total projected gallonage of 47,300 GPD, or .047 MGD. The table below shows the current permitted capacity of the MDWASD Water Treatment Plant serving the Project, along with actual consumption rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 153.69 MGD, which is well within the permitted capacity of the plant.

Plant	Permit No.	Expiration Date	Current Annual Avg. Capacity (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Hialeah-Preston	PWO-00001	-	153.64	153.69	225	71.31	31.7%

2. Pressure: To meet the minimum flow/pressure required for fire suppression as stipulated in Section 2-103.21. - Required Fire Flow; Consumption of the Miami-Dade County Code of Ordinances:

   A fire hydrant flow test performed by Miami-Dade Fire and Rescue (issued 2/4/2024) is included in Appendix A.

§ 5.20.B Wastewater - Minimum design flow of 110 gallons per day (GPD) per capita:

The following calculations of projected total wastewater flows and total population are the same as that calculated for potable water in §5.20.A.1 above. Applying the minimum required design flow of 110 GPD from §5.20.B to a population of 430 results in a total projected gallonage of 47,300 GPD, or 0.0478 MGD. The table below shows the current permitted capacity of the MDWASD Wastewater Treatment Plant serving the Project, along with actual flow rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 110.55 MGD, which is well within the permitted capacity of the plant.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Central District	FL0024805	12/31/2025	110.50	110.55	143	32.45	22.7%

Wastewater flows from the Project will be collected by an existing 12-inch diameter gravity sanitary sewer main flowing west along John F. Kennedy Causeway and conveyed south along Hispanola Avenue via a system of existing 8-inch to 15-inch diameter gravity sewer mains to the existing Hispanola Pump Station (No. 23-0003), which then lifts the flow into an existing 18-inch diameter gravity sewer main that conveys it to the existing Galleon Street (Main) pump station (No. 23-0001). The Main Pump Station then pumps into an existing 16-inch diameter sewage force main that conveys the flow north and west to Miami-Dade Water and Sewer Lift Station No. 2 (No. 30-0001).

The North Bay Village Hispanola Pump Station (No. 23-0003) is in “OK” condition per Miami-Dade County DERM. Average daily operating hours for the station are projected to be 8.20 hr./day, which is below the 10 hr./day operating rate usually flagged by Miami-Dade for further observation. The project rate was determined using Miami-Dade’s online Pump Station Capacity Estimator (Refer to Appendix B).

§ 5.20.C Transportation System –

Please refer to the updated traffic study prepared by Kimley-Horn and Associates dated January 31, 2025.

Please also refer to the North Bay Village established minimum LOS accepted for collector roadways:

Type of Facility	Minimum Peak Hour Level of Service
Collector Roadways	D

§ 5.20.D Drainage System –

The Project shall have the capacity to retain the total runoff from a design storm event of five-year frequency, including retention or detention with filtration of the first inch of runoff. Based upon the stormwater management calculations for the Project included in Appendix C, eight (8) stormwater gravity injection wells with minimum specific drawdown capacities of 250 GPM/ft-head are proposed, which will be sufficient to retain the total storm runoff volume from a design storm event of 25-year frequency and 72-hour duration with a safety factor of 2. This exceeds the Village criteria of a 5-year frequency storm.

§ 5.20.E Solid Waste – Required level of service of four pounds per capita per day.

Based on the Project population of 430 calculated in Section 5.20.A above and the solid waste section of North Bay Village's Comprehensive Plan (4 pounds of solid waste/ day), the project is expected to produce approximately 1720 lbs/day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

APPENDIX A

FIRE FLOW TEST RESULTS

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR440	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	1725 79TH STREET CSWY		

Flow Test Information			
Flow Test Date:	02/01/2024 14:24:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	17
Static Pressure:	53	Pitot 2:	16
Residual Pressure:	48	Pitot 3:	
Hydrant Flow:	1211.97		
Available Flow @ 20 PSIG:	3357.72		
Sprinkler Static Pressure:	48		
Sprinkler Residual Pressure:	43		
Sprinkler Flow:	1136.97		
Comments:			

Map



Requestor Information

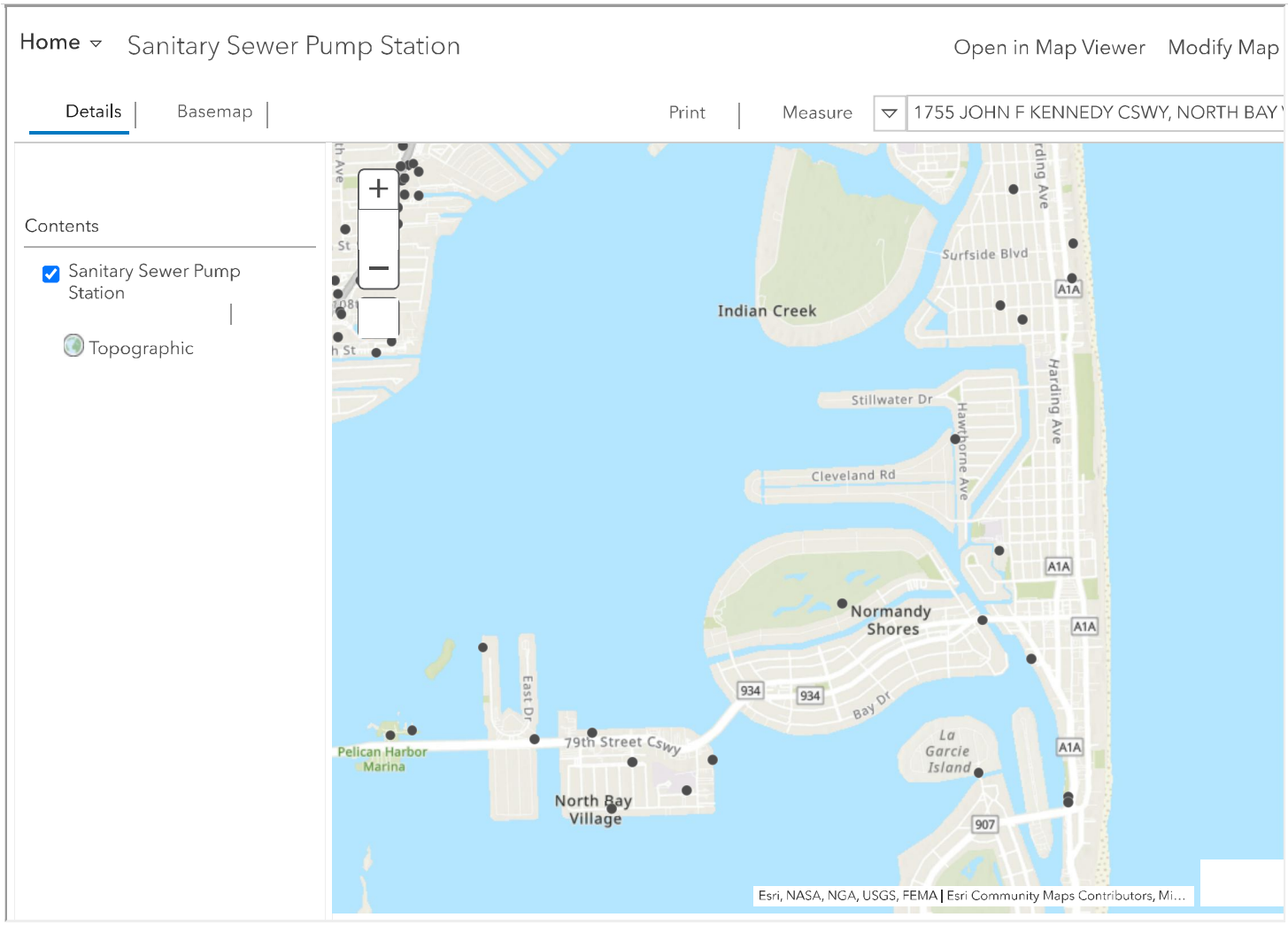
Date Requested:	02/01/2024 14:24:49
Requested By:	FIRE DEPT
Project Name:	
Application #:	

APPENDIX B

MIAMI DADE COUNTY

PUMP STATION CAPACITY ESTIMATOR

Pump Station Capacity Estimator



This Is Not An Official Document
2/11/2025 2:48 PM - Version i2.20

Calculations are based on the criteria stipulated in Section 24-42.3, Miami-Dade Code, and Federal Consent Decree (Case: No. 1:12-cv-24400-FAM)

Please be aware that the information obtained with this Application is for general information only, and it is only correct as of the time and date in which the search was executed. Consequently, the information obtained with this application DOES NOT CONSTITUTE AN OFFICIAL DEPARTMENTAL DETERMINATION or APPROVAL for your project. For any additional information about the **Pump Station Capacity Estimator** application, please refer to the Application Guidelines or contact the **RER–DERM Wastewater Permitting Section** at 305-372-6600 or via email at PSO@miamidade.gov

* Required fields

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0003
Proposed Projected Flow (GPD) *	43492 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	Yes
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	43,492 GPD
Project will require, or is part of, a Sewer Extension	Yes

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	7.46	0.74	8.20
↓	30	0001	OK	5.88	0.01	5.89
↓↓	30	CD	–	–	–	–

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

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LANGAN

Development Impact Analysis Report

1221 Brickell Avenue, Suite 1800 Miami, FL 33131 T: 786.264.7200 F: 786.264.7201

North Bay Village, Florida
Development Impact Analysis Report

Project Name:	1819 JFK Causeway
Address:	1819 John F. Kennedy Causeway, North Bay Village, FL 33141
Project Description:	Proposed development of a mixed-use building with 311 apartments units, 250 hotel rooms, 11,449 square-feet of restaurant space and 58,551 square-feet of commercial space.
Site Area:	100,564 SF / 2.31 AC

This analysis was conducted in accordance with Sections 5.20 and 5.22 of the Unified Land Development Code of North Bay Village, which outlines the Level of Service (LOS) standards and requirements set forth in the adopted Comprehensive Plan. The purpose of the provided information is to ensure compliance to these LOS standards and demonstrate that sufficient capacity exists for the proposed project.

§5.22.A. Potable water

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the Potable Water sub-element of the North Bay Village Comprehensive Plan:

1. *Minimum design flow: 110 gallons per day (GPD) per capita*

The projected water demand calculations are based on the proposed development's land uses, square footage, and number of units, using the demand rates provided by the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancies".

Proposed Use	Loading Unit	Loading/Use		Average Daily Flow (GPD)
Apartment	311	135	GPD/UNIT	41,985
Hotel	250	115	GPD/Room	28,750
Full Service Restaurant	11,449	100	GPD/100 SF	11,449
Commercial	58,551	10	GPD/100 SF	5,855
		Total (GPD)		**88,039**
		Total (MGD)		**0.088**

As outlined in Chapter 11.243 of the Recommended Standards for Wastewater Facilities (Ten State Standards), the total population for this project is based on a per capita demand of 100 gallons per day (GPD), which results in a population of 880 for the site. Using the minimum required design flow from §5.22.A, the total projected flow is calculated to be 96,843 GPD, or 0.097 MGD.

The permitted capacity of the receiving MDWASD Water Treatment plant, along with the actual consumption rates in MGD is outlined in the table below. Based on readily available information, the Hialeah-Preston Water Treatment Plant should have enough capacity to receive flows from the project.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg including Project Flows (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity %
Hialeah-Preston	PWO-0001	11/30/22	135.36	135.46	225	89.5	40%

2. *Pressure: To meet Miami- Dade County Fire flow ordinance.*

A fire hydrant flow test was performed by Miami Dade County Fire Rescue on 08/26/2022. Refer to **Appendix B.**

§5.22.B. Wastewater

New development will not be approved unless there is sufficient capacity available to sustain the following levels of service for wastewater treatment, as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan:

1. *Minimum design flow: 110 gallons per day (GPD) per capita*

The projected wastewater flows and population are consistent with those determined for potable water in §5.22.A.1. above. The permitted capacity of the receiving MDWASD Wastewater Treatment plant, along with the actual consumption rates in MGD is outlined in the table below. Based on readily available information, the Central District Wastewater Treatment Plant should have sufficient capacity to received flows from the project.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg including Project Flows (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity %
Central District	FL0024805	12/31/2025	117.16	117.26	143	25.74	18%

Wastewater from the project will be conveyed to the Hispanola Pump Station (PS 23-0003) via an existing 10-inch sanitary sewer main running west along John F. Kennedy Causeway and an existing 15-inch sanitary sewer main running south on Hispanola Avenue. Flows from PS 23-0003 are then conveyed to the Galleon Street (Main) Pump Station No. 23-0001 through an existing 18-inch gravity sanitary sewer main. PS 23-0001 pumps into an existing 16-inch sewer force main to the Miami-Dade Water and Sewer Lift Station PS 23-0002.

The receiving pump station for the project is the Hispanola Pump Station No. 23-0003. Using Miami-Dade's Pump Station Capacity Estimator, the nominal average pumping operating time (NAPOT) of PS 23-0003 is currently 7.28 hr/day. The projected average daily flow for the project increases the operating time of the pump station to 8.77 hr/day, which is above the 8 hr/day threshold where DERM would require further monitoring of the pump station. Therefore, additional analysis is required from Miami-Dade DERM to determine if the pump station will have sufficient capacity for the project.

The capacity of the downstream receiving pump stations was also analyzed using the County's Pump Station Capacity Estimator. The NAPOT of Galleon Street Pump Station (PS 23-0001) is currently 3.12 hr/day. The projected average daily flow for the project increases the NAPOT of PS 23-0001 to 3.59 hr/day, which is below the 8 hr/day threshold and therefore has capacity to receive the additional flows from the project. The further downstream receiving Pump Station PS 23-0002 is currently in a temporary moratorium and has a NAPOT of 4.42 hr/day. The Pump Station would have capacity to serve the project if the moratorium is lifted, as the proposed NAPOT with the projected average daily flow is 5.45 hr/day. It is our understanding that the city is expecting the moratorium to be lifted as the latest testing results were favorable, but the final decision would be up to DERM. Refer to **Appendix B** for Pump Station Capacity Estimator.

§5.22.C. Transportation System

A Traffic Impact Analysis (TIA) will be submitted by Langan Engineering and Environmental Services and coordinated with FDOT. The TIA will also be submitted to Miami-Dade County Traffic Engineering Department as required. Trip generation calculations and any subsequent trip generation equivalency matrices will be based upon the most recent version of the Institute of Transportation Engineers (ITE) *Trip Generation, Trip Generation Handbook*, and other pertinent sources.

The table below shows the minimum LOS accepted by North Bay Village for different roadway types per the Land Development Code:

Type of Facility	Minimum Peak Hour Level of Service
Arterial Roadways	D
Collector Roadways	D
Limited Access Roadways	D

A preliminary analysis of the capacity of the 79th Street Causeway was performed for three (3) major projects in the Village. The following table summarizes the preliminary analysis indicating excess capacity of the facility.

79th Street Causeway Peak Hour Capacity Analysis	
LOS D Two-Way Capacity [1]	4,850 vph

Current Trips [2]	3,120 vph
Trips from Approved Projects	
1755 79th Street / LGE [3]	121 nph
1850 79th Street / Shoma [3]	141 vph
Trips from Proposed Project	
1819 JFK Continuum	502 vph
Remaining Capacity	966 vph

[1] Source: FDOT 2023 Quality LOS Handbook - C5 Roadway
[2] Source: 2025 Existing Traffic Volume Collected
[3] Source: Approved traffic studies for each project

§5.22.D. Drainage System

No new development shall be approved unless there is sufficient capacity available to sustain a five-year frequency storm event including retention of detention with filtration of the first inch of runoff, as established in the Drainage sub-element of the North Bay Village Comprehensive Plan.

The project will be designed to retain the total runoff from a 5-year storm event using gravity injection wells. In accordance with DERM's water quality criteria, the wells have been sized to provide a 90-second detention time. Nine (9) stormwater gravity injection wells with a minimum specific drawdown capacity of 740 GPM/ft-head are required for the project per the stormwater management calculations included in **Appendix C**. The wells have sufficient capacity to retain the 100-year, 24-hour storm event with a safety factor of 1.50, exceeding the Village's requirement for a five-year frequency storm.

§5.22.E. Solid Waste

No New development shall be approved unless there is sufficient available capacity to sustain a lever of service for solid waste of four (4) pounds per capita per day as established in the Solid Waste sub-element of the North Bay Village Comprehensive Plan.

Based on the project population of 880 calculated in Section 5.22.A.1. above, the projected solid waste production for the Project will be 3,520 lb./day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

Appendix:

Appendix A – Hydrant Flow Test
Appendix B – Miami-Dade Pump Station Capacity Estimator
Appendix C – Stormwater Calculations

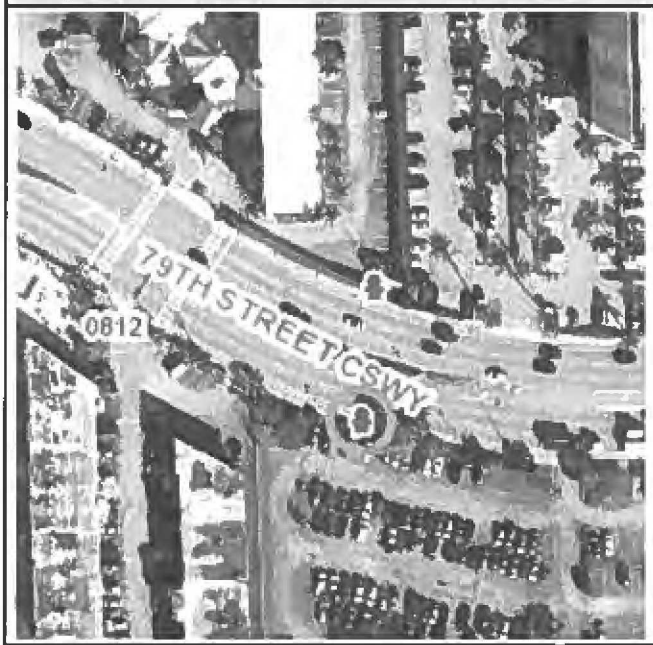
Appendix A

Hydrant Flow Test

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR426	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	1800 79TH STREET CSWY		
Flow Test Information			
Flow Test Date:	08/26/2022 13:47:00	Flow Status:	COMPLETE
Test By:	E205683	Pitot 1:	18
Static Pressure:	50	Pitot 2:	18
Residual Pressure:	47	Pitot 3:	0
Hydrant Flow:	1266		
Available Flow @ 20 PSIG:	4389.7		
Sprinkler Static Pressure:	45		
Sprinkler Residual Pressure:	42		
Sprinkler Flow:	1191		
Comments:	X2022169247		

Map



Requestor Information	
Date Requested:	08/31/2022 13:49:01
Requested By:	FIRE DEPT
Project Name:	NORTH BAY INN
Application #:	

Appendix B

Miami-Dade Pump Station Capacity Estimator

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0003
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	7.28	1.49	8.77
↓	30	0001	OK	5.88	0.02	5.90
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0001
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0001
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0001	OK	3.12	0.47	3.59
↓	30	0002	OK	6.30	0.05	6.35
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0002
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ ALLOCATION IS NOT ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0002
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0002	TM	4.42	1.03	5.45
↓	30	0002	OK	6.30	0.05	6.35
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

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AH	Approved And Corrected - HAMA Limited
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CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Appendix C

Stormwater Management Calculations

Stormwater Management Calculations

DRAINAGE WELL CALCULATIONS

PROPOSED CONDITION WEIGHTED C-VALUE 1855 79 STREET CSWY		
Impervious Area (Ac)	Pervious Area (Ac)	Weighted C-Value
C = 0.9	C = 0.3	
2.31	0	**0.9**
Lowest elev.::	7.55 ft-NGVD	

Discharge Rate of Wells(DR) CFS/FT-Head = 740 GPM = 1.65 CFS

PROPOSED CONDITION RUNOFF CALCULATIONS								
Storm Event	Weighted C-Value	Intensity I ("/hr)	Area A (Ac)	Runoff (Q) Q=C*I*A (CFS)	Available Head H (ft)	Safety Factor	Well Discharge Rate with Safety Factor(CFS)	Wells Required
100-YR Storm 1-hr	0.90	14.70	2.31	30.56	3.15	1.50	3.46	8.83

Wells Provided 9

Notes:

1. Discharge Rate (DR) is assumed to be 740 GPM-FT Head Per Well based on other nearby drainage wells.
2. Peak Runoff Rate is the Stormwater Runoff (Q) - Discharge Rate of Existing Wells (DR)*Available Head (H).
3. The available head is the height between the rim of the lowest structures connected to the drainage area network to 1.5-ft above the SHWT (except when rim elevation is >9.5' NGVD (8-ft NAVD); see below).
4. If lowest rim elevation is higher than 9.5 ft NGVD (8-ft NAVD), use 9.5-ft NGVD for calculations. When abutting FDOT roads, use 8 regardless of Datum.

DRAINAGE WELL DETENTION VOLUME CALCULATIONS
PROJECT NO: 300360101

DRAINAGE WELL DETENTION VOLUME CALCULATIONS
PROJECT NO. 300360101

Drainage Area -	DA-1	
Q =	6.95	CFS (From 5 YR 1 HR Storm Event)
Volume =	625.50	CF (Q x 90 secs)
Total Number of Wells within Drainage Area =	9	Wells
Required Volume Per Well=	69.50	CF (Volume/Number of Wells)
2040 October Season High Ground Water Table	2.9	NGVD
Minimum Well Dimensions:		
L =	8	FT
W =	6	FT
Area =	48	SF (L x W)
Lowest Grate Elevation/Rim Elevation =	7.55	FT (NGVD)
Min. Top of Well Casing Elevation =	4.40	FT (NGVD)
Min. Bottom of Well Box Elevation =	2.40	FT (NGVD)
Minimum Height of Well Box for 90 sec. Detention Time		
H =	2.00	FT (Top of Well Casing Elevation - Bottom of Well Box (El.)
Total Detention Volume Below Well Casing =	89.72	CF (Area x H)-casing vol. Okay

CONTINUUM WATERFRONT DISTRICT

STUDY MASSINGS

ARQUITECTONICA

2900 Oak Avenue, Miami, FL 33133
T 305.372.1812 F 305.372.1175

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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.



MASSING STUDY
PROPOSED DESIGN



MASSING STUDY
AS OF RIGHT - OPTION 1



MASSING STUDY
AS OF RIGHT - OPTION 2

ARQUITECTONICA
2900 Oak Avenue, Miami, FL 33133
T 305.372.1812 F 305.372.1175

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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.

MASSING STUDY | DATA TABLE

AS OF RIGHT - OPTION 1				WEST PARCEL TOWERS 1 + 2 FLR	EAST PARCEL TOWERS 3 + 4 FLR
			340'		
Level 30	Units	12'	328'	20,060 sf	33,005 sf
Level 29	Units	10'	318'	20,060 sf	33,005 sf
Level 28	Units	10'	308'	20,060 sf	33,005 sf
Level 27	Units	10'	298'	20,060 sf	33,005 sf
Level 26	Units	10'	288'	20,060 sf	33,005 sf
Level 25	Units	10'	278'	20,060 sf	33,005 sf
Level 24	Units	10'	268'	20,060 sf	33,005 sf
Level 23	Units	10'	258'	20,060 sf	33,005 sf
Level 22	Units	10'	248'	20,060 sf	33,005 sf
Level 21	Units	10'	238'	20,060 sf	33,005 sf
Level 20	Units	12'	226'	20,060 sf	33,005 sf
Level 19	Units	10'	216'	20,060 sf	33,005 sf
Level 18	Units	10'	206'	20,060 sf	33,005 sf
Level 17	Units	10'	196'	20,060 sf	33,005 sf
Level 16	Units	10'	186'	20,060 sf	33,005 sf
Level 15	Units	10'	176'	20,060 sf	33,005 sf
Level 14	Units	10'	166'	20,060 sf	33,005 sf
Level 13	Units	10'	156'	20,060 sf	33,005 sf
Level 12	Units	10'	146'	20,060 sf	33,005 sf
Level 11	Units	10'	136'	20,060 sf	33,005 sf
Level 10	Units	10'	126'	20,060 sf	33,005 sf
Level 9	Units	10'	116'	20,060 sf	33,005 sf
Level 8	Amenities	20'	**96'**	20,060 sf	33,005 sf
Level 7	Parking	16'	80'	41,700 sf	79,035 sf
Level 6	Parking	10'	70'	41,700 sf	79,035 sf
Level 5	Parking	10'	60'	41,700 sf	79,035 sf
Level 4	Parking	10'	50'	41,700 sf	79,035 sf
Level 3	Parking	10'	40'	41,700 sf	79,035 sf
Level 2	Parking	10'	30'	41,700 sf	79,035 sf
Mezzanine		10'	20'	12,510 sf	23,711 sf
Level 1	Ground Floor	20'		29,190 sf	55,325 sf
				FLR	FLR
SUBTOTALS				753,280 sf	1,312,360 sf
TOTAL FLR		**2,065,640 sf**			

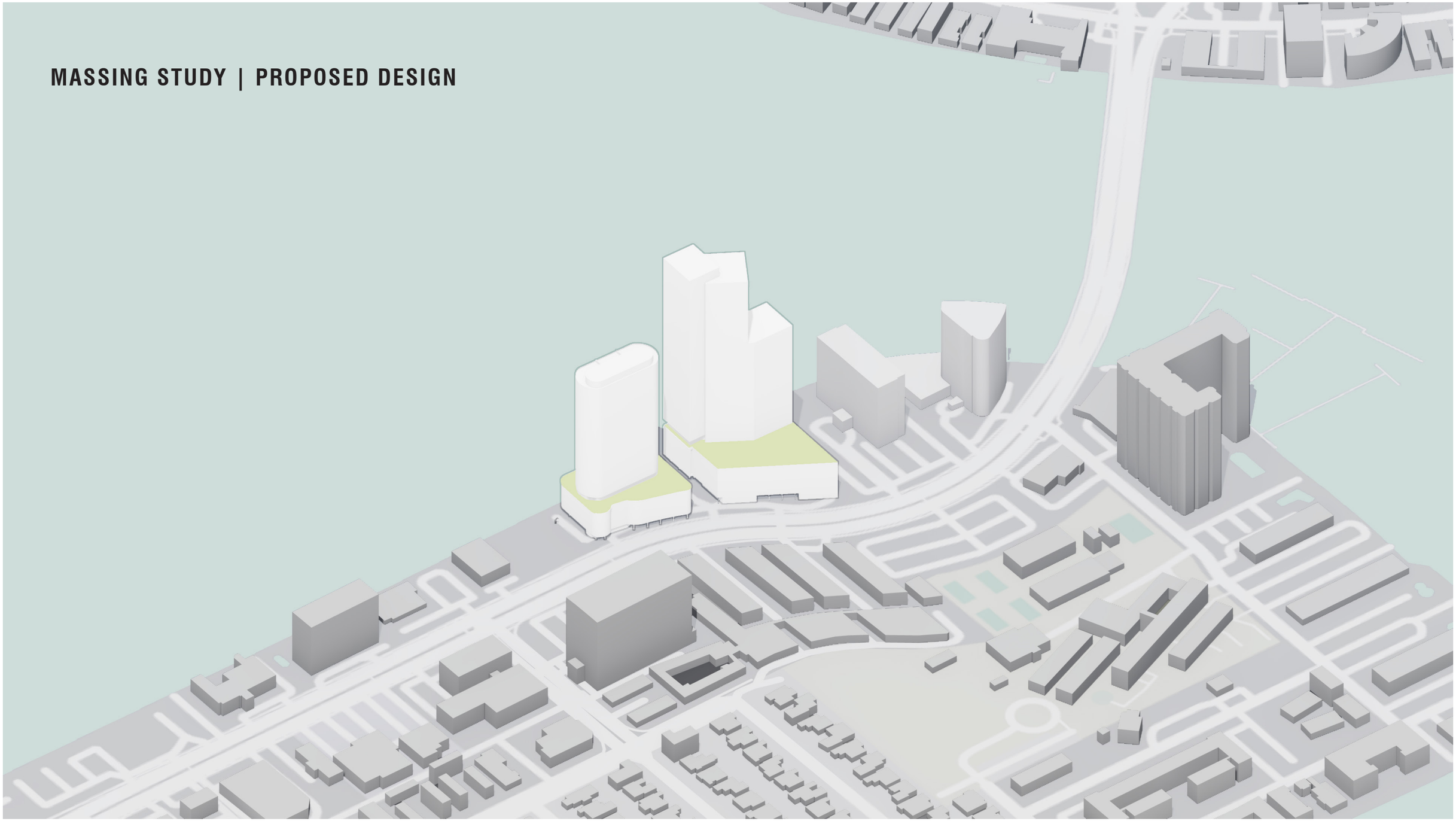
AS OF RIGHT - OPTION 2				TOWER 1 FLR	TOWER 2 FLR	TOWER 3 FLR	TOWER 4 FLR	TOWER 5 FLR	TOWER 6 FLR
			340'						
Level 30	Units	12'	328'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 29	Units	10'	318'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 28	Units	10'	308'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 27	Units	10'	298'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 26	Units	10'	288'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 25	Units	10'	278'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 24	Units	10'	268'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 23	Units	10'	258'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 22	Units	10'	248'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 21	Units	10'	238'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 20	Units	12'	226'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 19	Units	10'	216'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 18	Units	10'	206'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 17	Units	10'	196'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 16	Units	10'	186'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 15	Units	10'	176'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 14	Units	10'	166'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 13	Units	10'	156'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 12	Units	10'	146'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 11	Units	10'	136'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 10	Units	10'	126'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 9	Units	10'	116'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 8	Amenities	20'	**96'**	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 7	Parking	16'	80'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 6	Parking	10'	70'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 5	Parking	10'	60'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 4	Parking	10'	50'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 3	Parking	10'	40'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 2	Parking	10'	30'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Mezzanine		10'	20'	3,257 sf	3,510 sf	4,136 sf	5,159 sf	6,699 sf	9,353 sf
Level 1	Ground Floor	20'		7,599 sf	8,190 sf	9,650 sf	12,037 sf	15,631 sf	21,823 sf
				FLR	FLR	FLR	FLR	FLR	FLR
SUBTOTALS				248,485 sf	254,400 sf	292,340 sf	292,865 sf	432,310 sf	545,515 sf
TOTAL FLR		**2,065,915 sf**							

PROPOSED DESIGN	
PROPOSED LOT AREA	**159,068 sf**
INTENSITY / FLR 13.0 MAX	**2,067,884 sf**

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MASSING STUDY | PROPOSED DESIGN

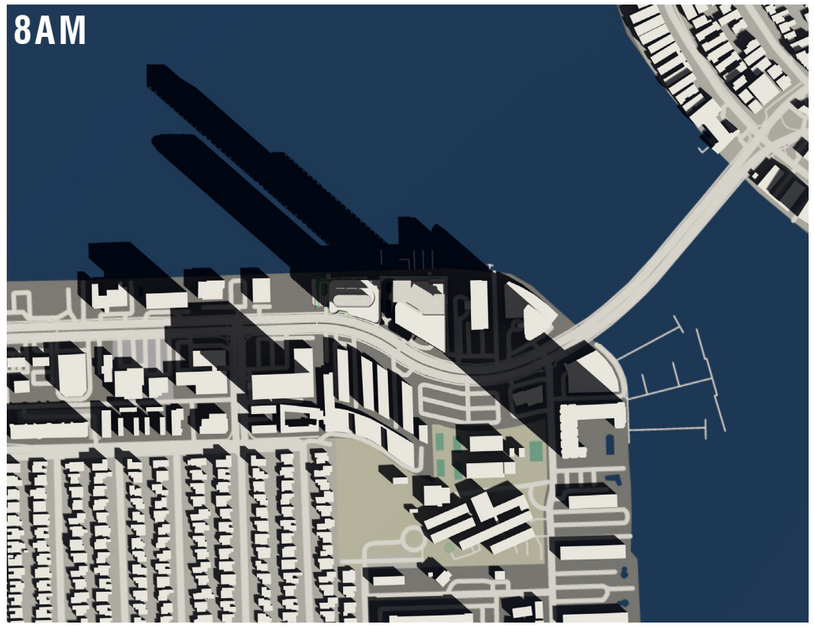


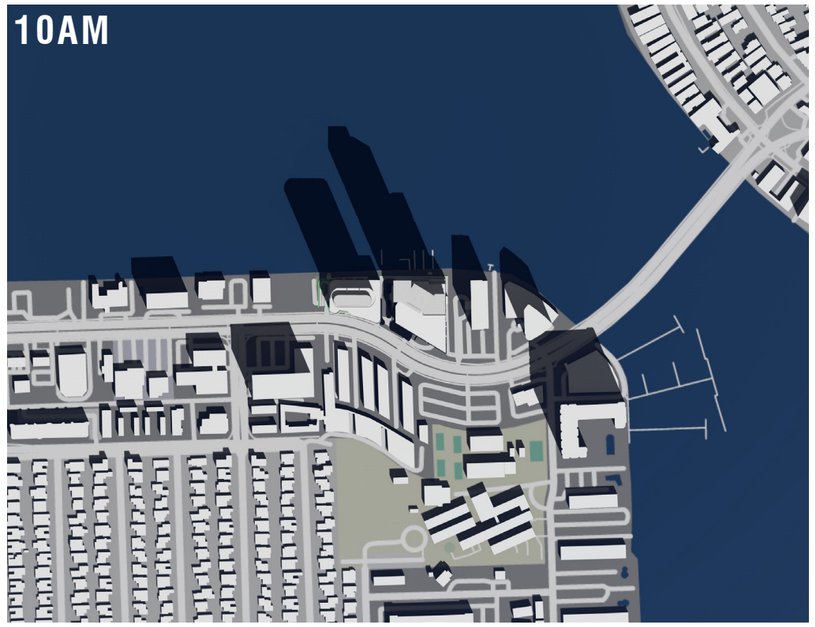
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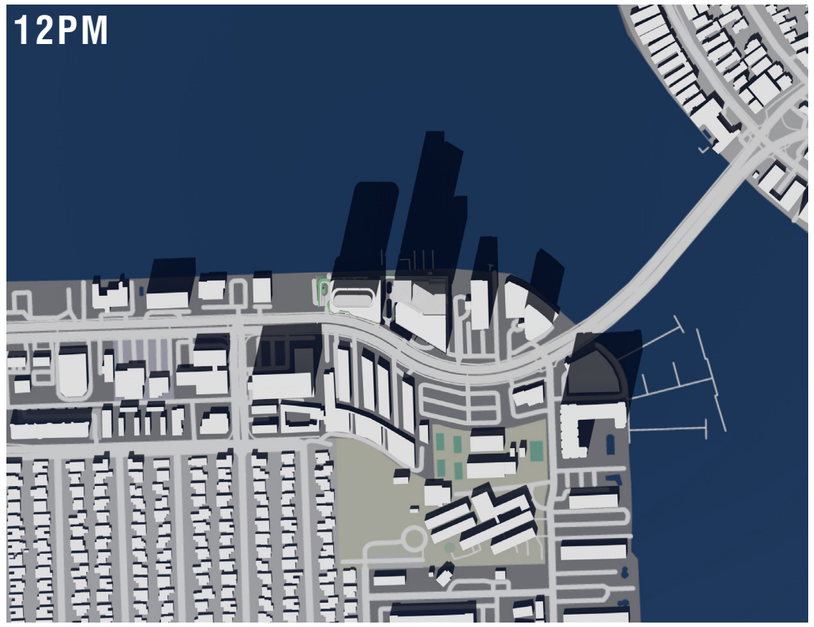
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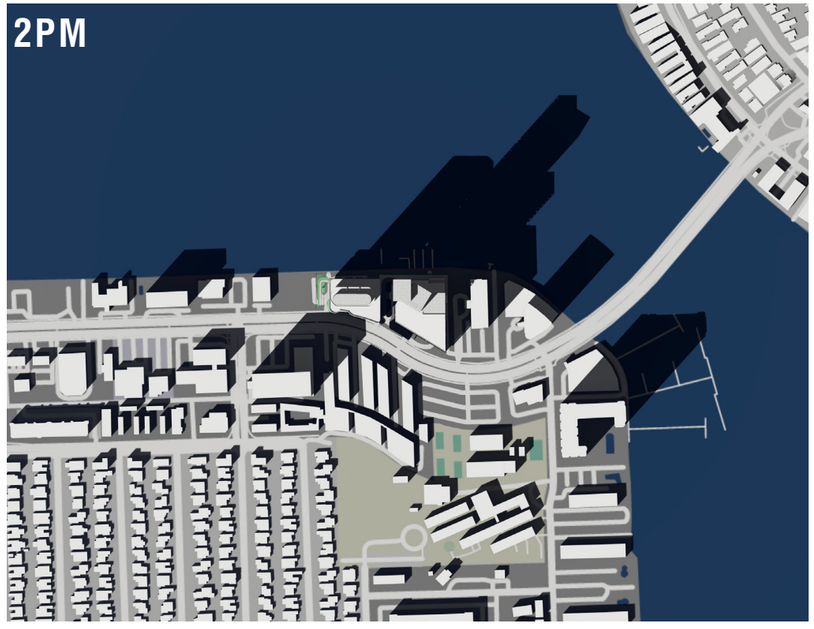
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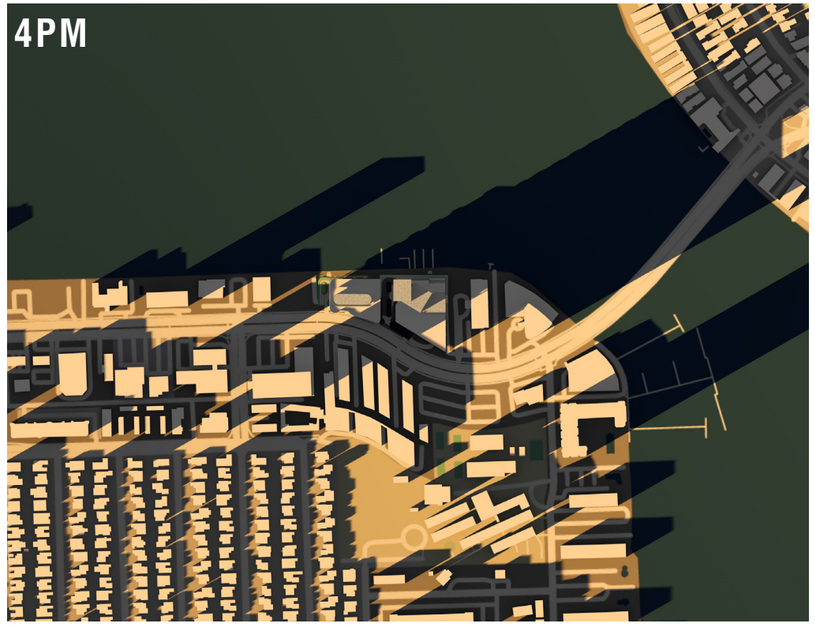
MASSING STUDY | PROPOSED DESIGN | WINTER SUN STUDY













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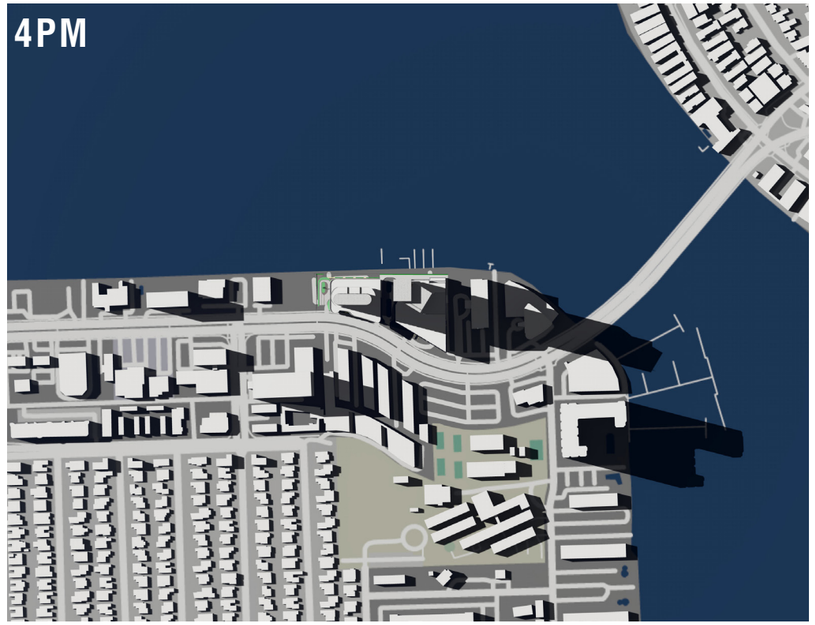
MASSING STUDY | PROPOSED DESIGN | SUMMER SUN STUDY

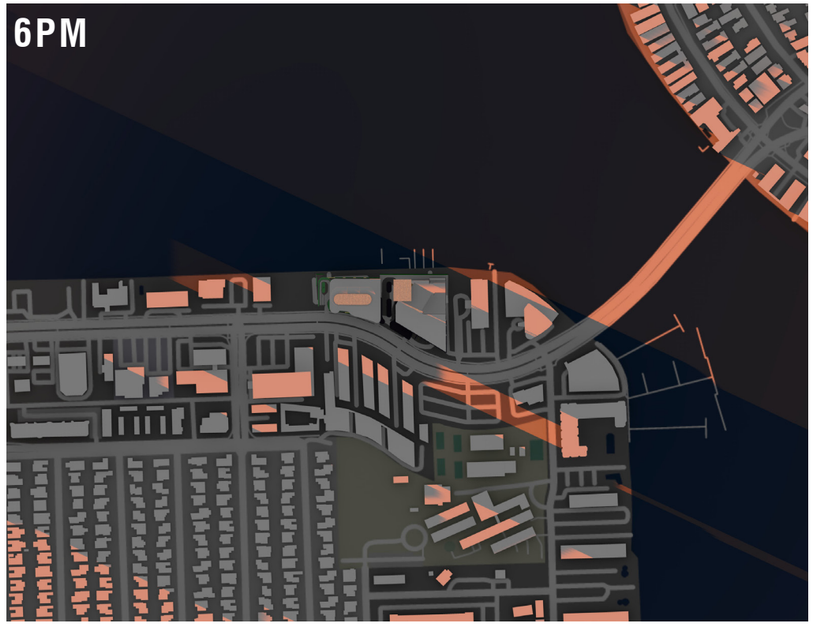










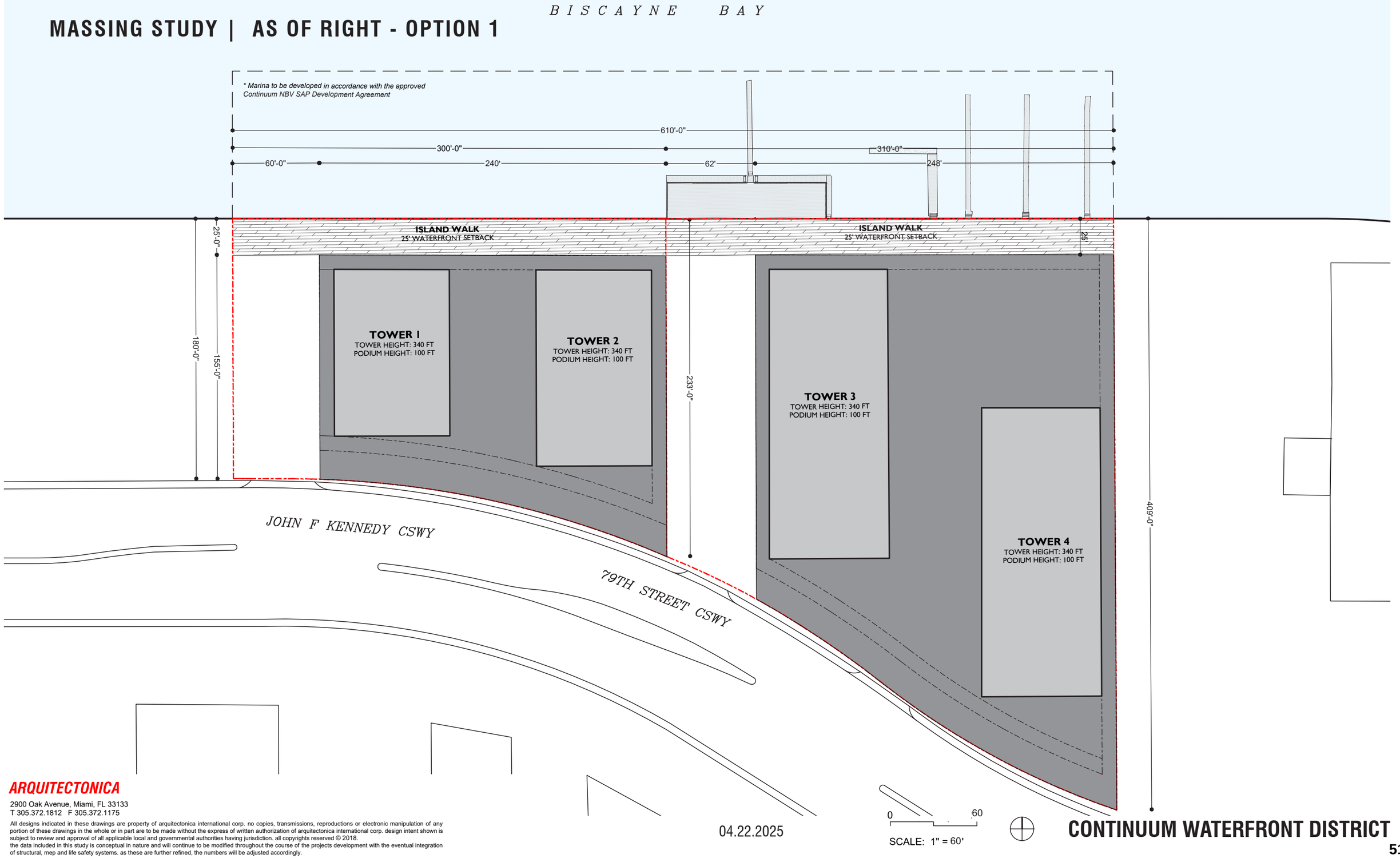


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MASSING STUDY | AS OF RIGHT - OPTION 1



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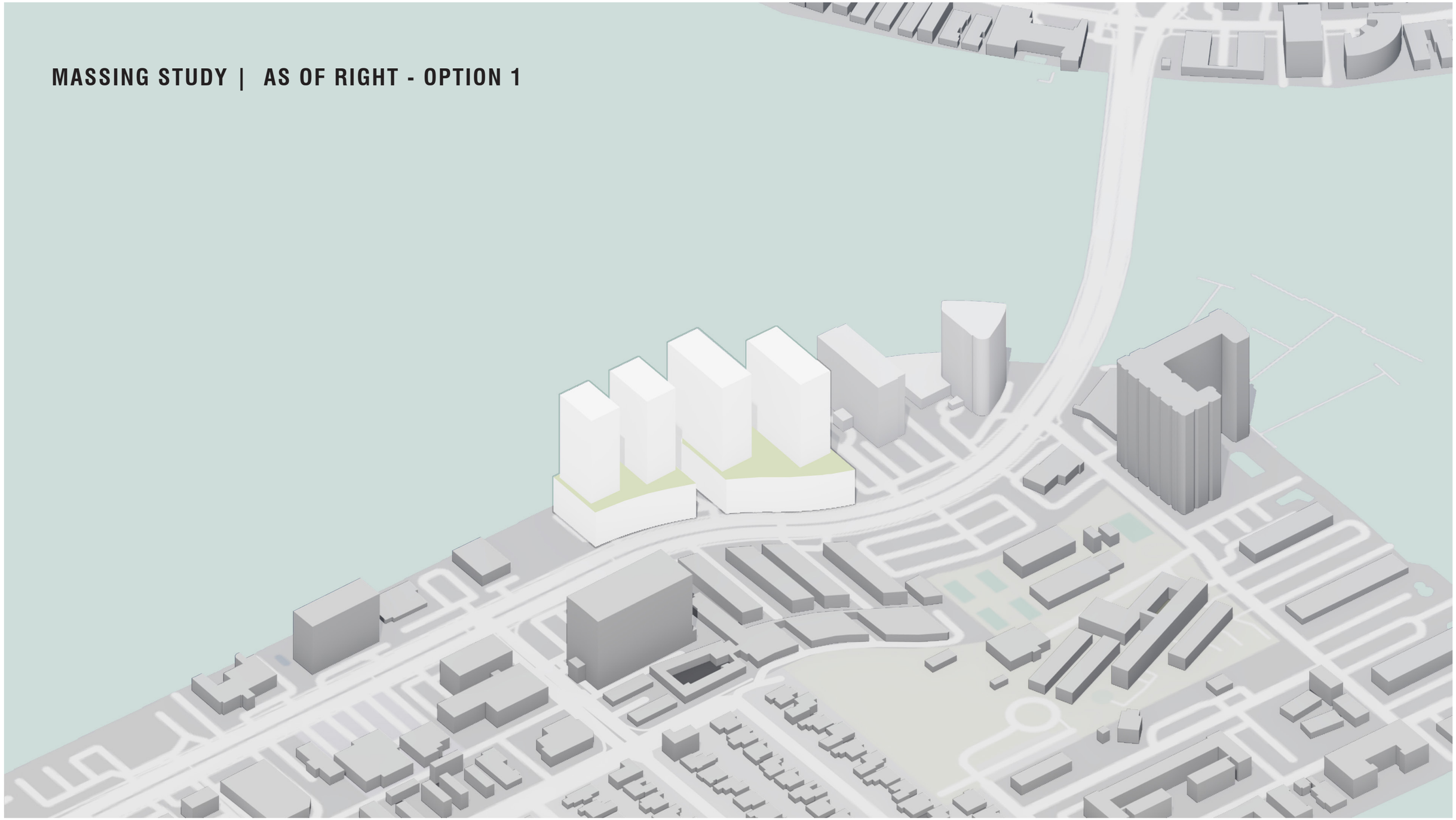
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04.22.2025

CONTINUUM WATERFRONT DISTRICT

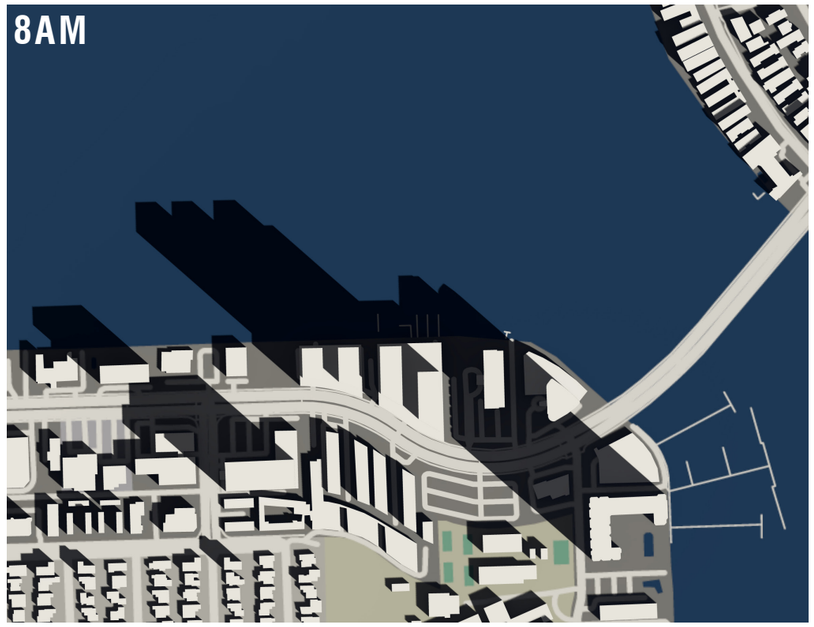
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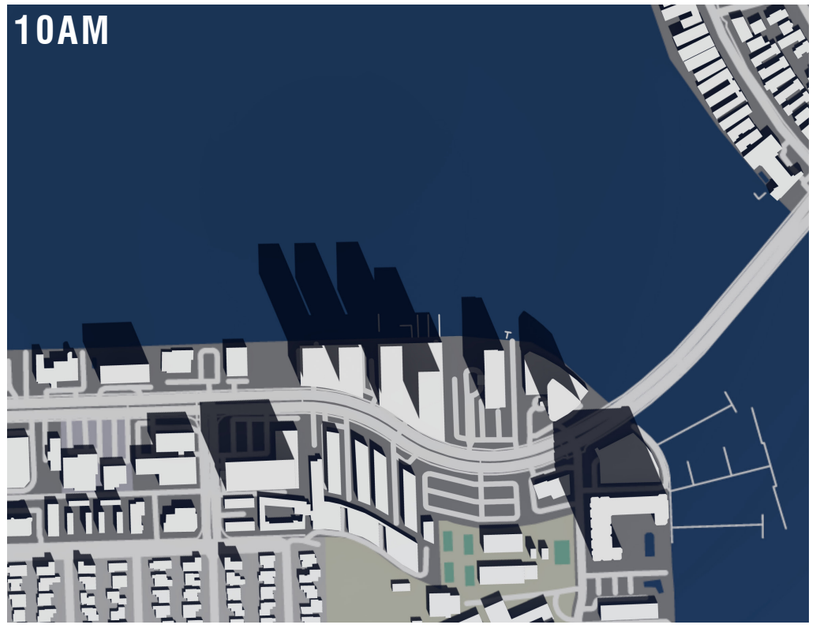


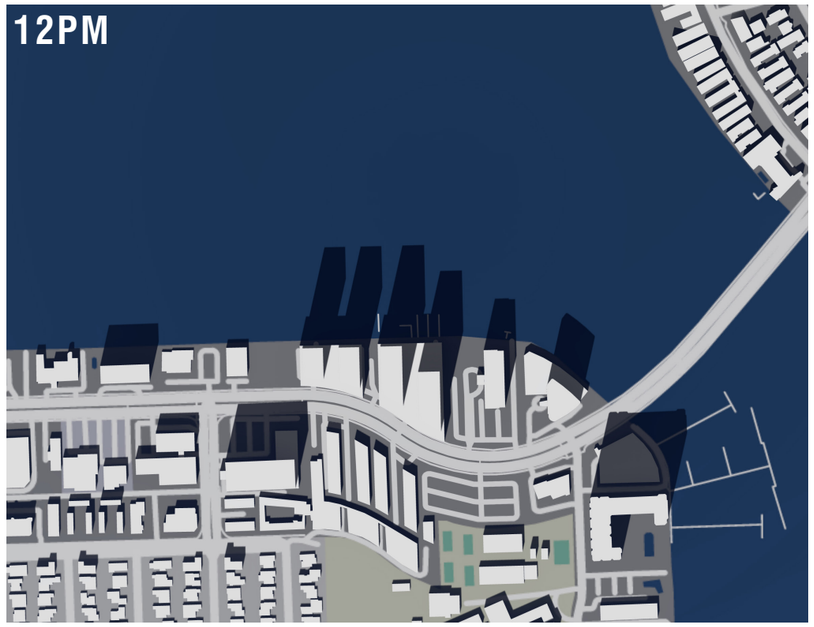
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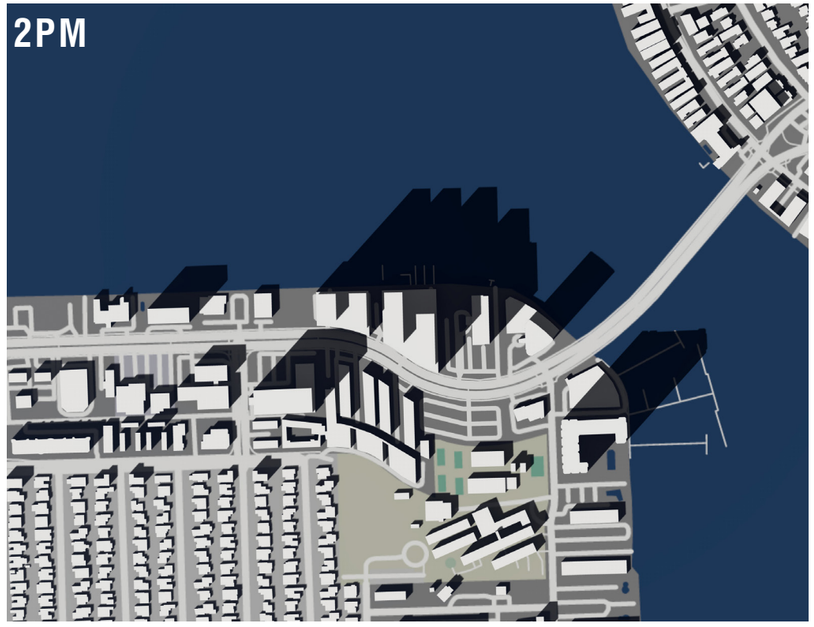
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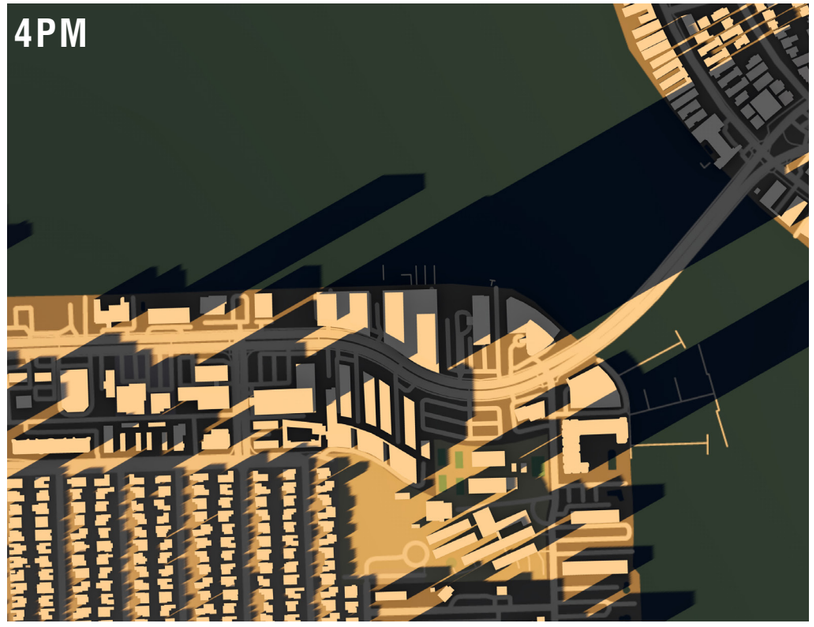
MASSING STUDY | AS OF RIGHT - OPTION 1 | WINTER SUN STUDY











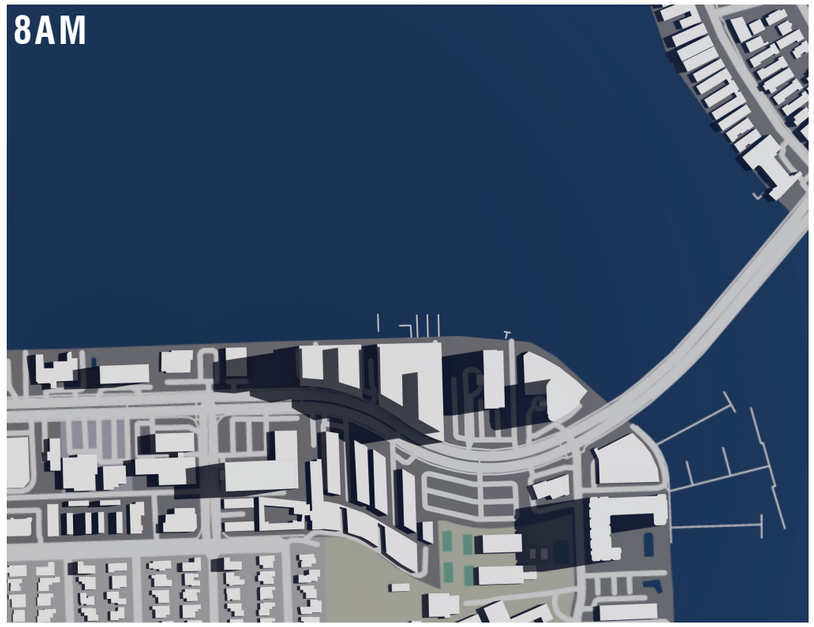


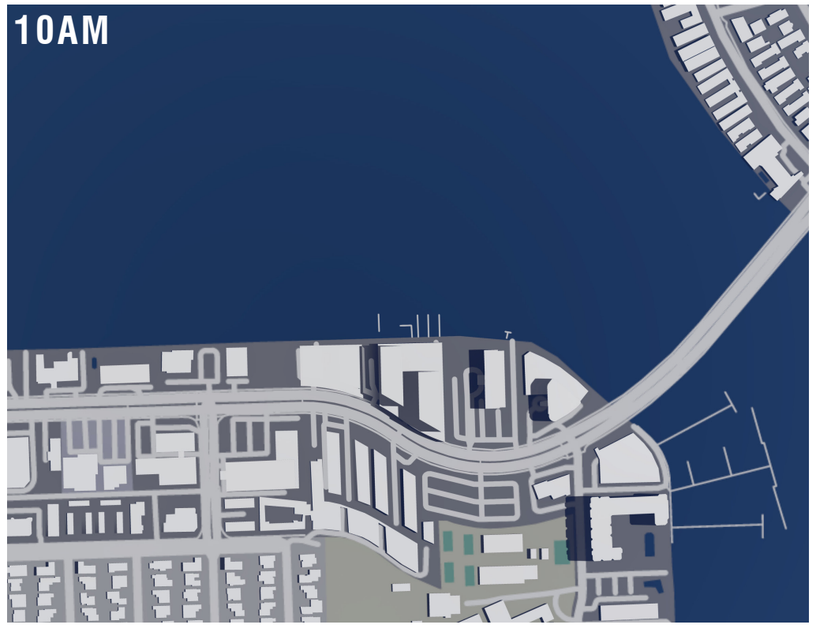
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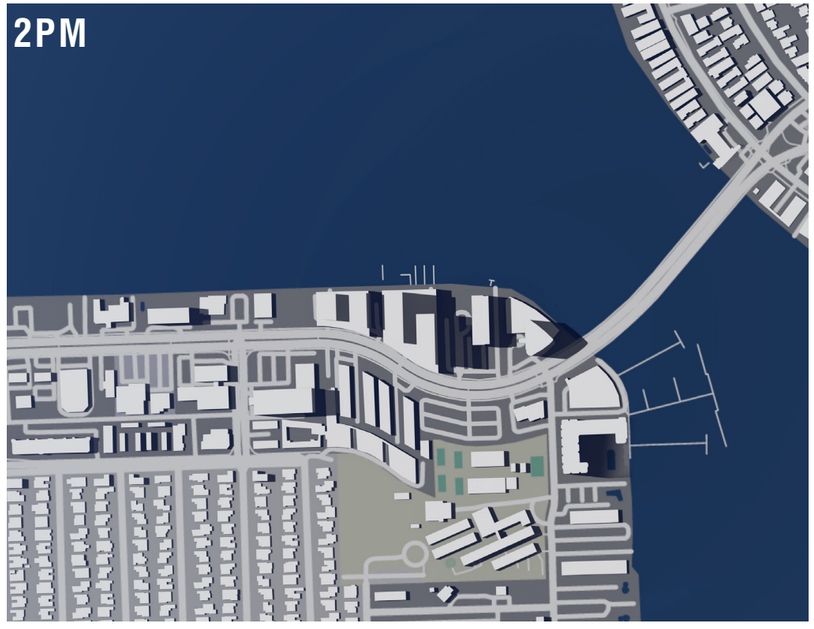
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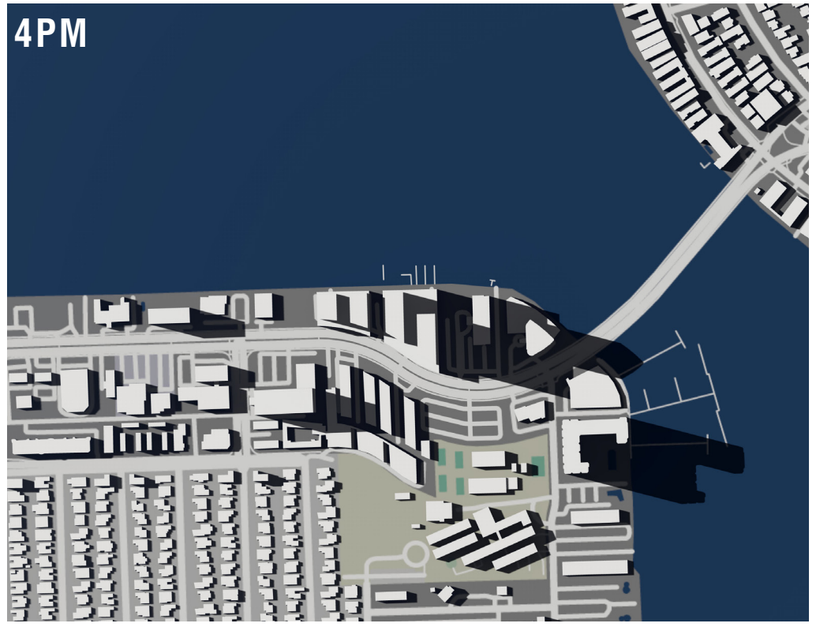
MASSING STUDY | AS OF RIGHT - OPTION 1 | SUMMER SUN STUDY

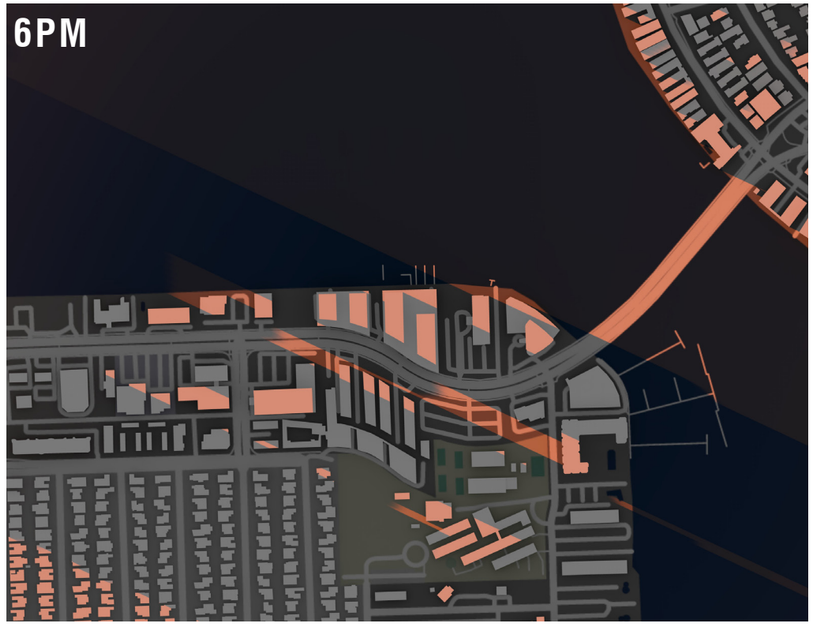








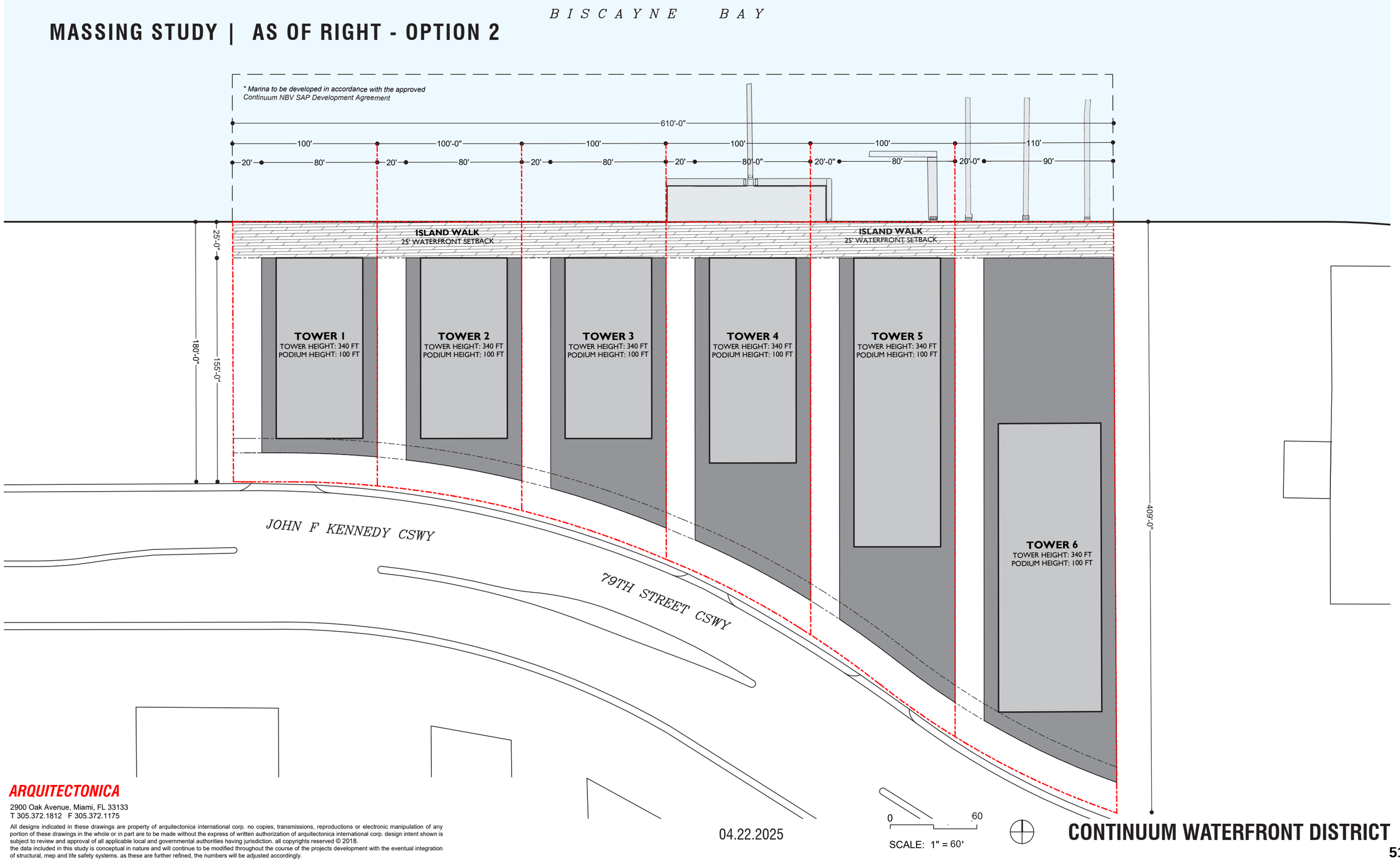




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04.22.2025

CONTINUUM WATERFRONT DISTRICT

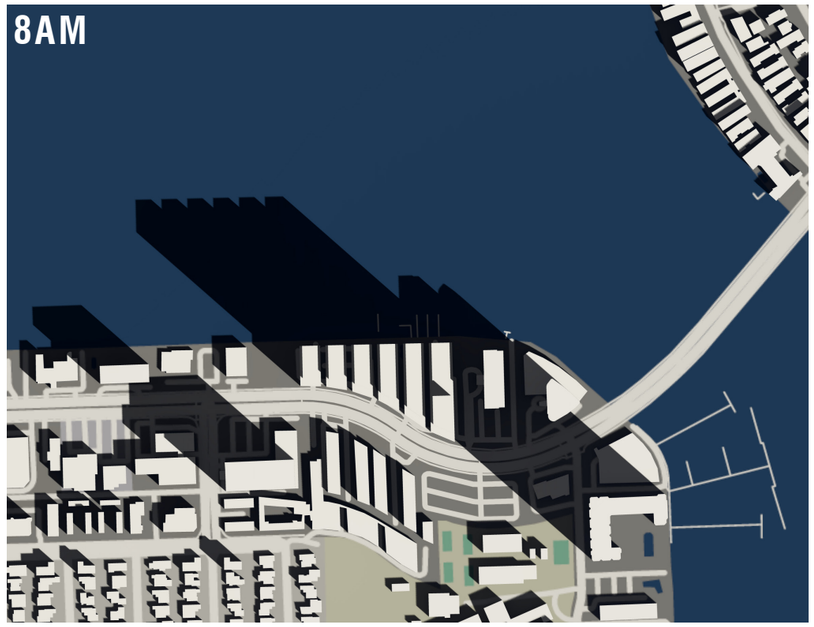
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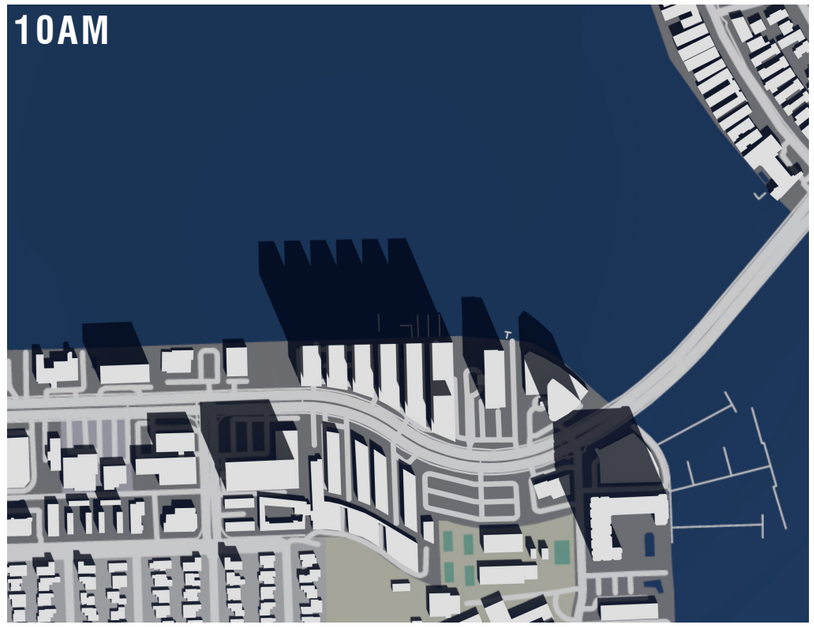


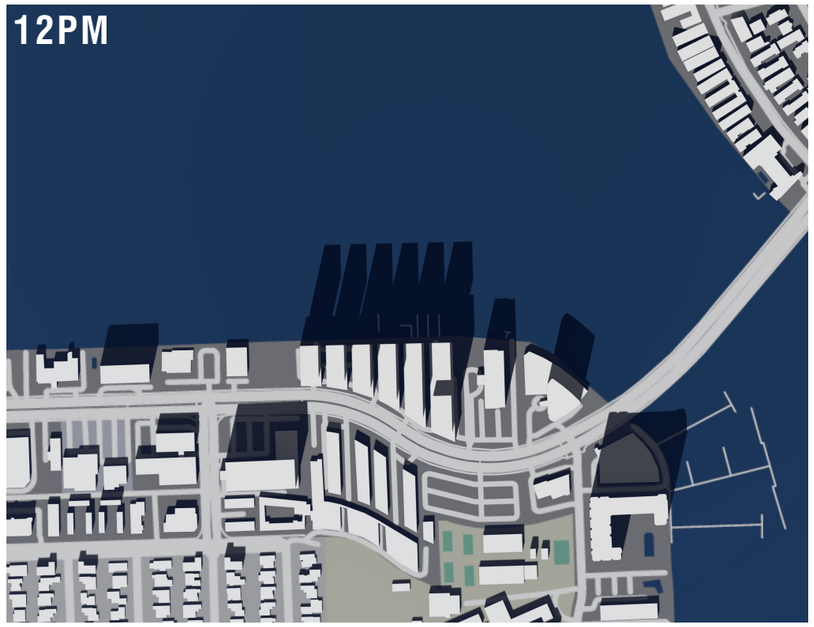
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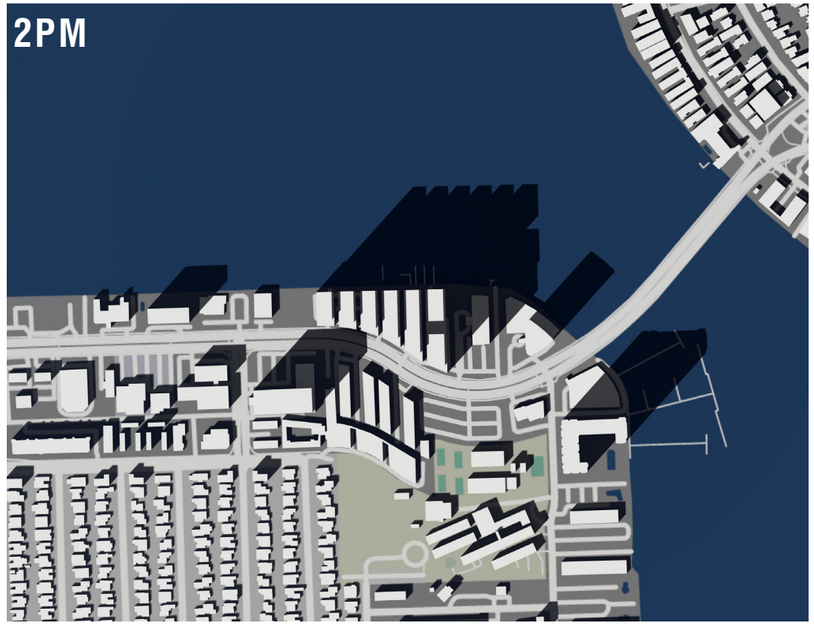
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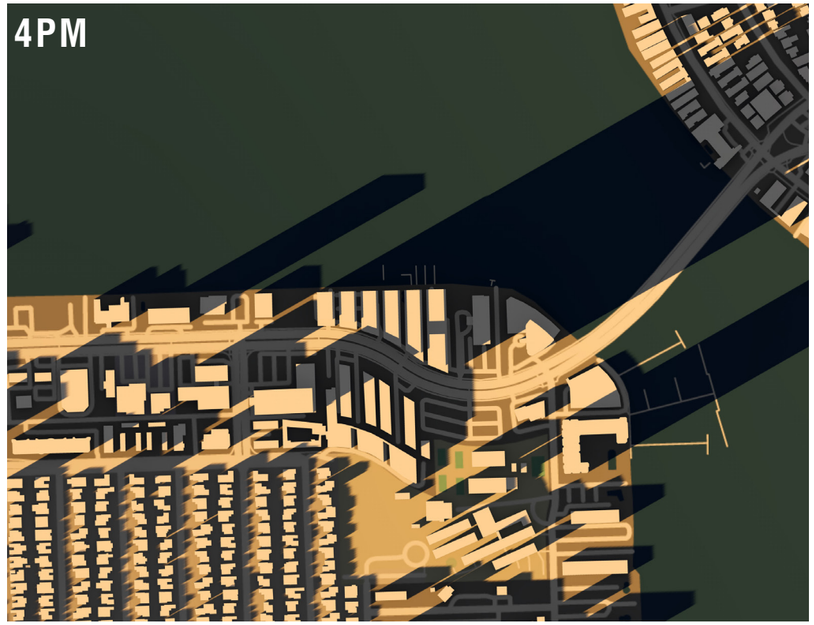
MASSING STUDY | AS OF RIGHT - OPTION 2 | WINTER SUN STUDY









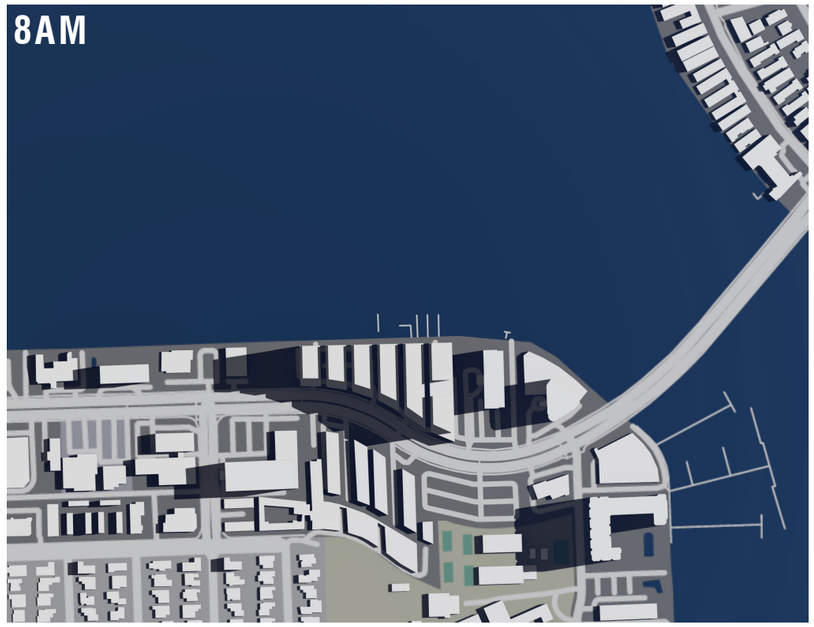


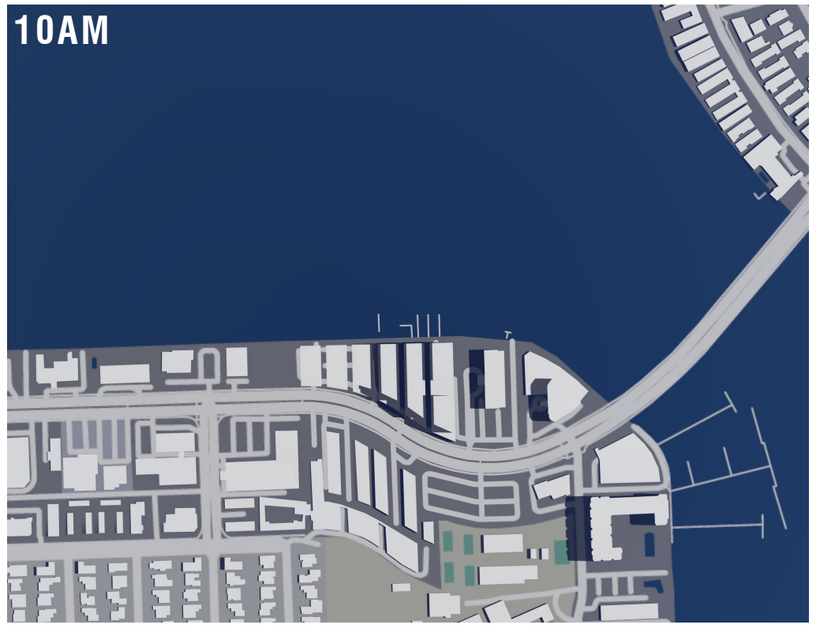


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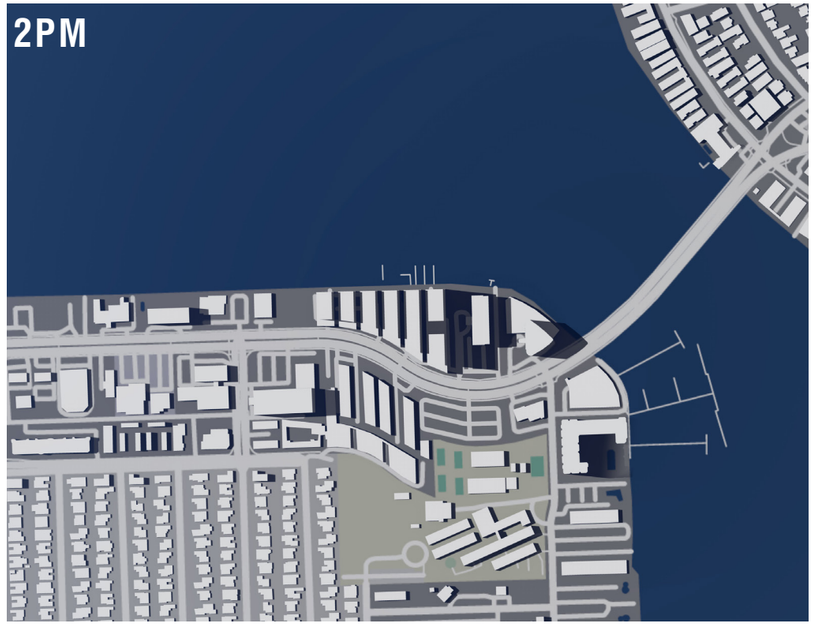
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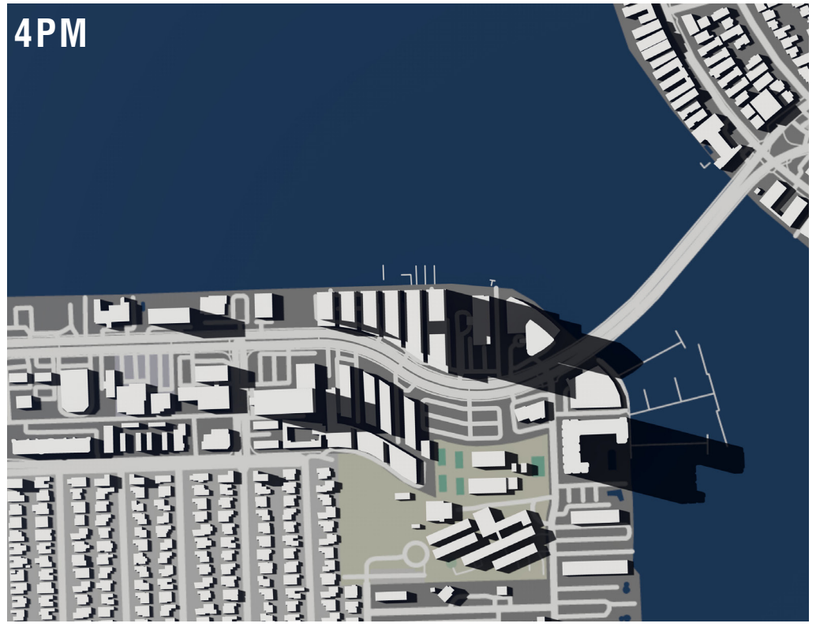
MASSING STUDY | AS OF RIGHT - OPTION 2 | SUMMER SUN STUDY

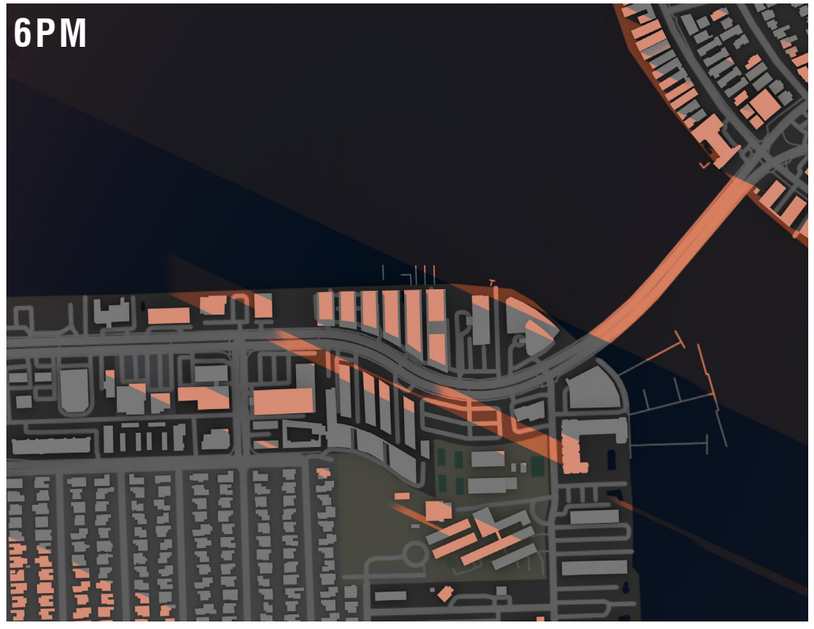












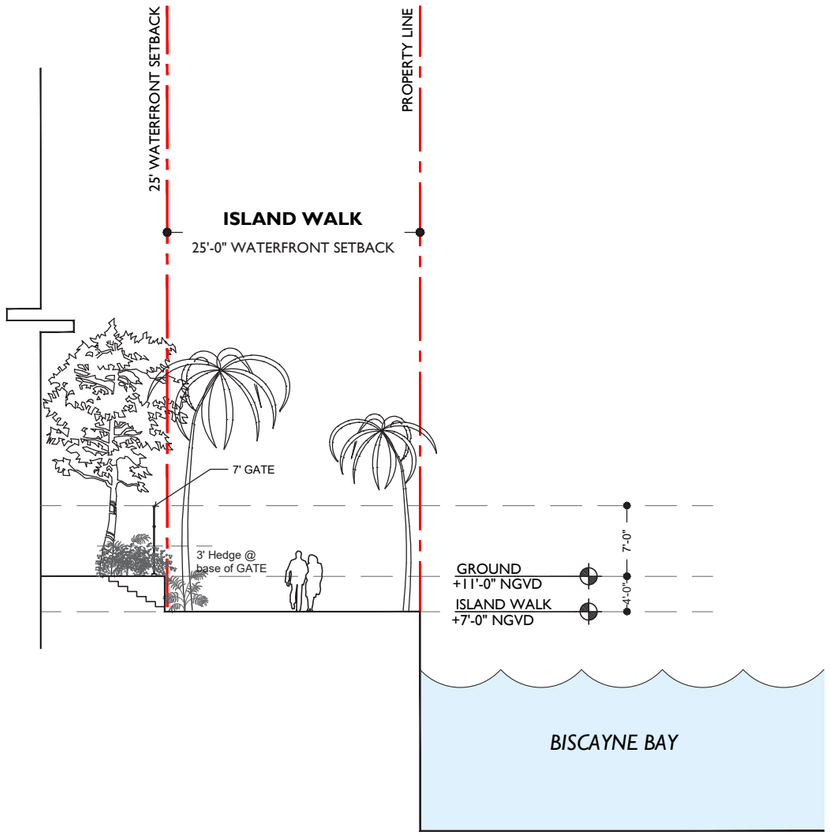
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ISLAND WALK





DIAGRAMMATIC ISLAND WALK SECTION

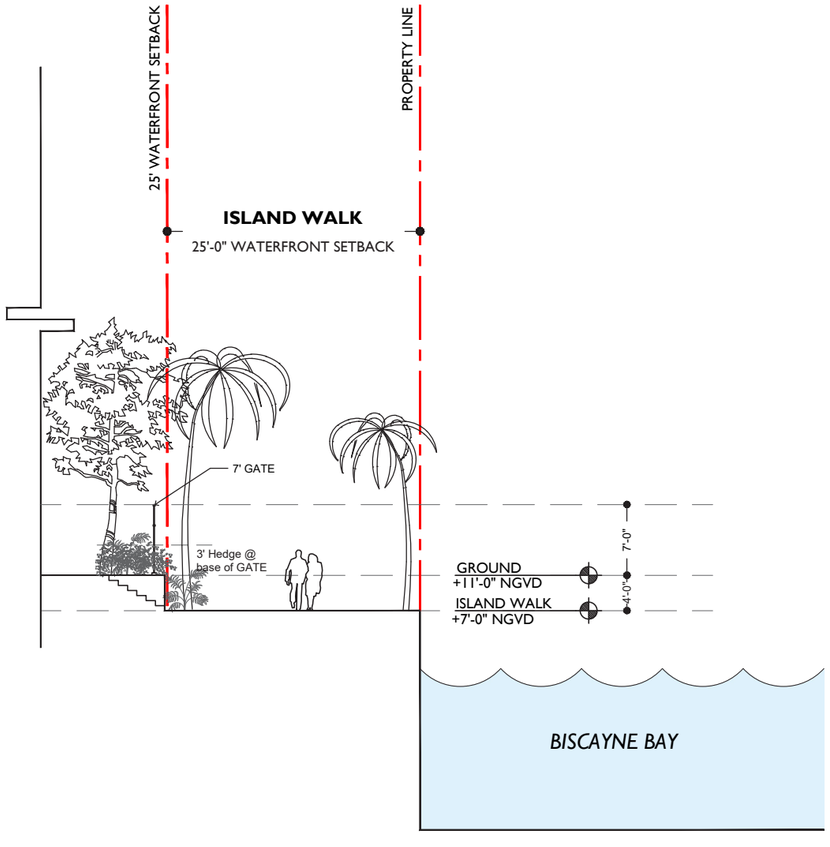
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ISLAND WALK





DIAGRAMMATIC ISLAND WALK SECTION

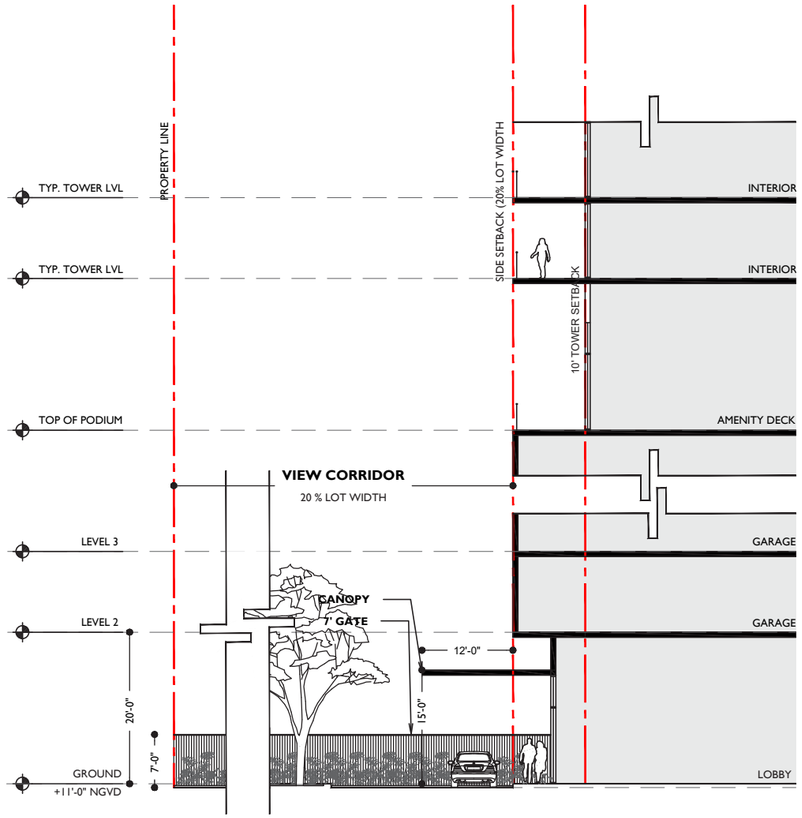
ARQUITECTONICA

2900 Oak Avenue, Miami, FL 33133
T 305.372.1812 F 305.372.1175

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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.

VIEW CORRIDOR





DIAGRAMMATIC VIEW CORRIDOR SECTION

ARQUITECTONICA

2900 Oak Avenue, Miami, FL 33133
T 305.372.1812 F 305.372.1175

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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

May 9, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
SUBJECT: 1755 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0110

SUBJECT: 1819-1855 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0120

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 200 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the records on file in the Miami-Dade County Property Appraisers' Office as of 5/5/2025.

I affirm the notices were sent via First Class mail on 5/9/2025.

Sincerely,

Diana B. Rio

Total number of property owners without repetition: **528, including 6 international**

ANTONIO FESTA
ANDREA YAYBEK
ALMIRANTE HARWOOD #6149
MONTEVIDEO CP 11500
URUGUAY

DIGNA MARIA JIMENEZ
RAMY CHOEB
7430 TERBOIS ST
SAINT LEONARD QC H1S 2M4
CANADA

DIGNA MARIA JIMENEZ JTRS
RAMY CHOEB JIMENEZ JTRS
7430 TERBOIS
MONTREAL QC H1S 2M4
CANADA

JOHN NASSAR
SANDRA NASSAR
2428 HENSALL ST
MISSISSAUGA ON L5A 2T2
CANADA

PULIZZI MASSIMILIANO
VIA FLOSA 663 B
MEDICINA BOLOGNA 40059
ITALY

RAMY CHOEB
DIGNA MARIA JIMENEZ
7430 TERBOIS
MONTREAL QC H1S 2M4
CANADA

1755 JFK OWNER LLC
C/O THE CONTINUUM COMPANY LLC
49 WEST 23 ST 4 FL
NEW YORK, NY 10010

1800 BAY DRIVE PARTNERS LLC
1800 BAY DR
MIAMI BEACH, FL 33141

1819 NBV OWNER LLC
C/O THE CONTINUUM COMP LLC
49 WEST 23 ST 4 FL
NEW YORK, NY 10010

A 107 RENTALS LLC
2641 N FLAMINGO RD 304N
SUNRISE, FL 33323

ABEL GONZALEZ
7901 HISPANOLA AVE 605
NORTH BAY VILLAGE, FL 33141

ACD INVESTMENT GROUP LLC
7901 HISPANOLA AVE 902
NORTH BAY VILLAGE, FL 33141

ADDI PROPERTIES LLC
1000 VENETIAN WAY 1404
SOUTH BEACH, FL 33139

ADEL ACEBAL SUAREZ
IVELISE SOLA FERNANDEZ
1800 79 STREET CSWY A307
NORTH BAY VILLAGE, FL 33141

ADITYA TELLA
7901 HISPANOLA AVE 810
NORTH BAY VILLAGE, FL 33141

ADRIAN COSTAS
1865 79 STREET CSWY #6D
NORTH BAY VILLAGE, FL 33141

ADRIAN ILCHITZKY
1865 79 STREET CSWY #10K
NORTH BAY VILLAGE, FL 33141

ADRIANA CAMPA LOPEZ
1865 79 STREET CSWY PH H
NORTH BAY VILLAGE, FL 33141

AJIT BAINS
102 ASPEN DR
WEST WINDSOR, NJ 08550

AKAY LLC
C/O SELOGERAMIAMI
301 ARTHUR GODFREY RD
MIAMI BEACH, FL 33140

ALBERTO VILLEGAS LE
REM JOSE RAFAEL CASTILLO RIVERA
7301 HARDING AVE 12
MIAMI BEACH, FL 33141

ALEJANDRA GUEVARA
1865 79 STREET CSWY #7J
NORTH BAY VILLAGE, FL 33141

ALEJANDRA SLATAPOLSKY
JAVIER GUSTAVO KITAIGORODSKY
3641 N 55 AVE
HOLLYWOOD, FL 33021

ALEJANDRO MARTINEZ
1865 79 STREET CSWY 14A N
NORTH BAY VILLAGE, FL 33141

ALEKSANDAR KOCMAR
162 ROSLYN PLACE
BLOOMINGDALE, IL 60108

ALEX SCHRODER
133 NE 2 AVE #1901
MIAMI, FL 33132

ALEX SCHRODER RIVERA
133 NE 2 AVE #1901
MIAMI, FL 33132

ALEXANDER COVARRUBIAS
1865 79 STREET CSWY 3G
NORTH BAY VILLAGE, FL 33141

ALEXANDRA MOLNAR
1865 79 STREET CSWY #12K
NORTH BAY VILLAGE, FL 33141

ALEXANDRA WELCH
1700 KENNEDY CSWY #1708
NORTH BAY VILLAGE, FL 33141

ALEXANDRE REMY
JENNIFER SCHONWETTER
7901 HISPANOLA AVE #1610
NORTH BAY VILLAGE, FL 33141

ALICE DE MELLO KROFF BRAZAO
1700 KENNEDY CSWY #1811
NORTH BAY VILLAGE, FL 33141

ALICIA M VALDIVIESO LE
REM STEPHANIE V PEREIRA LIMA
REM RENATA V PEREIRA LIMA
1523 BLUE RD
CORAL GABLES, FL 33146

ALLIVEL M CHETTY
1865 79 STREET CSWY #15C
NORTH BAY VILLAGE, FL 33141

ALTAGRACIA MUNOZ &H ORLANDO
17960 NW 68 AVE UNIT 22
MIAMI, FL 33015

AMANDA NUNES
469 ILLINGTON RD
OSSINING, NY 10562-1005

AMAURI DA MOTA
MARIA CRISTINA DA SILVA
1865 79 STREET CSWY 10I
NORTH BAY VILLAGE, FL 33141

AMBER HELM
20 TORTUGA CAY
ALISO VIEJO, CA 92656

AMIT BANERJEE
DENISE M BANERJEE
2201 BRENTFORD ST
LANCASTER, PA 17601-5609

ANA CAIRNS
7901 HISPANOLA AVE 2002
NORTH BAY VILLAGE, FL 33141

ANA ISABEL MATA
1790 79 ST CSWY B110
NORTH BAY VILLAGE, FL 33141

ANA TEJEIRO
NELSON TEJEIRO
1770 79 ST CSWY #D-102
NORTH BAY VILLAGE, FL 33141

ANA TERESA TAMBINI TRS
ANA TERESA TAMBINI LIVING TRUST
6800 SW 63 ST
SOUTH MIAMI, FL 33143

ANDREW ROY LOIACONO
32A WESTLAND ST
METHUEN, MA 01844

ANDROMACHI KAMVYSELLI
PETROS PYROVOLAKIS
7901 HISPANOLA AVE 1802
NORTH BAY VILLAGE, FL 33141

ANDYS MEJIAS BAUJIN
1780 79 STREET CSWY C203
NORTH BAY VILLAGE, FL 33141

ANGEL RODRIGUEZ
MIRIAM RODRIGUEZ
18 PLUM COURT
HIGHLAND MILLS, NY 10930

ANGEL W GARCIA VILORIA
1770 79 STREET CSWY UNIT D115
NORTH BAY VILLAGE, FL 33141

ANGELA MARIA PARRA
JOHN FLICKINGER
7901 HISPANOLA AVE 1405
NORTH BAY VILLAGE, FL 33141

ANIBAL MORGADO
CLARIVEL MORGADO
1865 79 STREET CSWY 12I
NORTH BAY VILLAGE, FL 33141

ANITA SAU FUN NG
7901 HISPANOLA AVE #1909
NORTH BAY VILLAGE, FL 33141

ANNIA DE JESUS COBO
2005 55 AVE
VERO BEACH, FL 32966

ANTONIO FERNANDEZ
1865 79 STREET CSWY #7O
NORTH BAY VILLAGE, FL 33141

ANTONIO LONARDO
LIDIA COLOMBO
7901 HISPANOLA AVE 1011
NORTH BAY VILLAGE, FL 33141

ANUSH DAWIDJAN LE
REM TARA LEIGH DAWIDJAN
7901 HISPANOLA AVE 1509
NORTH BAY VILLAGE, FL 33141

ARBEE HOLDINGS ASSET INC
7901 HISPANOLA AVE #1805
NORTH BAY VILLAGE, FL 33141

ARNOBIO FREIRE & MARCOS FREIRE &
MARCELO FREIRE
1700 KENNEDY CSWY #907
NORTH BAY VILLAGE, FL 33141

ATAL PROP INC
C/O MARSHALL WATSON PA
1865 79 STREET CSWY #11F
NORTH BAY VILLAGE, FL 33141

AUGUSTO M PENA
1800 79 ST CSWY A304
NORTH BAY VILLAGE, FL 33141

AUGUSTO RAMIREZ
1865 79 STREET CSWY #12N
NORTH BAY VILLAGE, FL 33141

B 202 RENTALS LLC
2641 N FLAMINGO RD 304N
SUNRISE, FL 33323

B AND B JACK LLC
413 NE 191 ST STE 205
MIAMI, FL 33179

BAILA ARONOVSKI LE
REM MAURO ARONOVSKI
REM ARNALDO ARONOVSKI
1865 79 STREET CSWY #10A
NORTH BAY VILLAGE, FL 33141

BARBARA D BRENZINI DE VAZQUEZ
7901 HISPANOLA AVE 1501
NORTH BAY VILLAGE, FL 33141

BARBARA ROSS LE
REM JEROME MILLER
REM RENEE MILLER
7901 HISPANOLA AVE UNIT 1609
NORTH BAY VILLAGE, FL 33141

BELISA MORILLO
7901 HISPANOLA AVE #1903
NORTH BAY VILLAGE, FL 33141

BENEDETTA INVERSIONES LLC
150 SE 2 AVE 1408
MIAMI, FL 33131

BERNARDO BURSTEIN
EVA MARIA BURSTEIN
1865 79 STREET CSWY #6E
NORTH BAY VILLAGE, FL 33141

BERTHA CAMINERO
1790 79 STREET CSWY #B208
NORTH BAY VILLAGE, FL 33141

BLANCA E PAZ
1800 79 STREET CSWY #A205
NORTH BAY VILLAGE, FL 33141

BLANCA E PAZ &
NIDIA E REYES JTRS
1790 79 STREET CSWY #B104
NORTH BAY VILLAGE, FL 33141

BLED LLC
500 S POINTE DR STE 230
MIAMI BEACH, FL 33139

BLUE DORILAND LLC
8 THE GREEN A
DOVER, DE 19901

BOJAN PUSONJA
21 E HURON ST 2404
CHICAGO, IL 60611

BOM CAMINHO LLC
1865 79 STREET CSWY UNIT 6K
NORTH BAY VILLAGE, FL 33141

BOZO I LLC
101 HUDSON ST 25 FL
JERSEY CITY, NJ 07302

BRAD E FRYAR
1865 79 STREET CSWY 6C
NORTH BAY VILLAGE, FL 33141

BRENDA CAROL LAMBETH
LARRY J THORSON
7901 HISPANOLA AVE #1706
NORTH BAY VILLAGE, FL 33141

BRITNEY BENJAMIN
1865 79 STREET CSWY 2K
NORTH BAY VILLAGE, FL 33141

BRUNO TOLEDO MARINO
1865 79 STREET CSWY PHC
NORTH BAY VILLAGE, FL 33141

CAMRON MURPHY
7901 HISPANOLA AVE 704
NORTH BAY VILLAGE, FL 33141

CARLOS A RIVERO
1780 79 STREET CSWY #C306
NORTH BAY VILLAGE, FL 33141

CARLOS ALVAREZ
1865 79 STREET CSWY #16B
NORTH BAY VILLAGE, FL 33141

CARLOS S OLIVA LE
JEANNE GIORDANO OLIVA LE
REM DIANA OLIVA ALVAREZ
11112 GRIFFING BLVD
BISCAYNE PARK, FL 33161

CARMEN A NARANJO LE
REM LUIS NARANJO
1770 79 STREET CSWY #D201
NORTH BAY VILLAGE, FL 33141

CAROLINA GOMEZ
1865 79 ST CSWY 5L
NORTH BAY VILLAGE, FL 33141

CASCOS HOMES LLC
2020 NE 163 ST 300D
MIAMI, FL 33162

CATALINA INVESTMENTS LLC
5951 ALTON RD
MIAMI BEACH, FL 33140

CAUE YAMADA FERREIRA
1700 KENNEDY CSWY #1209
NORTH BAY VILLAGE, FL 33141

CESAR IZTURIS
7901 HISPANOLA AVE #607
NORTH BAY VILLAGE, FL 33141

CHECK C ENG TRS
CHECK C AND ONEIDA B ENG FAMILY
WEALTH TRUST
8704 RAYBURN RD
BETHESDA, MD 20817

CHERBER HOLDINGS INC
2775 NE 187 ST #124
AVENTURA, FL 33180

CHRISTIAN A JAIME
MARITZA JAIME
1770 79 STREET CSWY D304
NORTH BAY VILLAGE, FL 33141

CHRISTOPHER LEACOCK
7901 HISPANOLA AVE 1111
NORTH BAY VILLAGE, FL 33141

CHRISTOPHER SMITH
7901 HISPANOLA AVE #1107
NORTH BAY VILLAGE, FL 33141

CINTHIA TAICH
1801 S TREASURE DR 429
NORTH BAY VILLAGE, FL 33141

CLAUDIA J ALAVREZ
SANDRA GARCIA PARDO
1865 79 ST CSWY 9K
NORTH BAY VILLAGE, FL 33141

CLAUDIA J ALVAREZ
7928 WEST DR #PH3
NORTH BAY VILLAGE, FL 33141

CLAUDIO NAPOLITANO
9755 NW 52 ST APT 503
DORAL, FL 33178

CLAUDIO SALA
RALUCA VASILICA IFTIME
2600 SW 27 AVE 508
MIAMI, FL 33133

CLUP FLIPPER MIAMI LLC
7901 HISPANOLA AVE 1502
NORTH BAY VILLAGE, FL 33141

COCARI LLC
1925 BRICKELL AVE #D2001
MIAMI, FL 33129

CONCEPCION CUESTA 1
655 E 45 ST
HIALEAH, FL 33013-1921

CONCORDIA REAL ESTATE LLC
650 NW 180 TER 103
PEMBROKE PINES, FL 33029

CONSUELO PEREZ
1790 79 STREET CSWY B106
NORTH BAY VILLAGE, FL 33141

CORALIA CUESTA
1865 79 STREET CSWY #5M
NORTH BAY VILLAGE, FL 33141

COREY M NARSON
TODD M NARSON
7901 HISPANOLA AVE 602
NORTH BAY VILLAGE, FL 33141

DALTON HABITAT INC
750 NE 63 ST #B 514
MIAMI, FL 33138

DANIEL BLANARU
PHYLLIS TASHJIAN BLANARU
7901 HISPANOLA AVE 601
NORTH BAY VILLAGE, FL 33141

DANIEL GONZALEZ
7901 HISPANOLA AVE 811
NORTH BAY VILLAGE, FL 33141

DANIEL MAX AZICRI &W HELEN
541 EAST PARK AVE
LONG BEACH, NY 11561

DANIELA C MONTANA
1770 79 STREET CSWY D212
NORTH BAY VILLAGE, FL 33141

DAO RENTALS OF MIAMI INC
18520 NW 67 AVE STE 121
MIAMI, FL 33015

DASMARY CRUZ ORTIZ
DAILEN ALVAREZ
1865 79 STREET CSWY 7D
NORTH BAY VILLAGE, FL 33141

DAVID ANGEL AROCHO
AMANDA VICTORIA MORAN
953 OLYMPIA BLVD
STATEN ISLAND, NY 10306

DAVID G TARR
LINDA H TARR
7901 HISPANOLA AVE 1102
NORTH BAY VILLAGE, FL 33141

DAVID MARTINEZ
1770 79 STREET CSWY D109
NORTH BAY VILLAGE, FL 33141

DAVID PANIAGUA &W ELIZABETH
1865 79 STREET CSWY #7H
NORTH BAY VILLAGE, FL 33141

DAVIDE PACELLA
7901 HISPANOLA AVE 1211
NORTH BAY VILLAGE, FL 33141

DAWN GARCEN
1865 79 STREET CSWY PH O
NORTH BAY VILLAGE, FL 33141

DEANNA SHIFRIN
ROBIN BUCKNER
7901 HISPANOLA AVE 1704
NORTH BAY VILLAGE, FL 33141

DEBORAH NEWCOMB
11722 CHANTICLEER CT
PENSACOLA, FL 32507-9166

DEBRA BARRIENTOS
JULIO DANIEL DIAZ
1790 79 STREET CSWY B207
NORTH BAY VILLAGE, FL 33141

DEBRA BARRIENTOS
JULIO DIAZ
7533 ADVENTURE AVE
NORTH BAY VILLAGE, FL 33141

DIANA FRANCO
1865 79 STREET CSWY #5K
NORTH BAY VILLAGE, FL 33141

DIANA M MENDEZ
9020 NE 8 AVE UNIT 1J
MIAMI SHORES, FL 33138

DIMITRI HAACKE
7901 HISPANOLA AVE #1002
NORTH BAY VILLAGE, FL 33141

DINA JACK KHAYYAT TRS
DINA JACK KHAYYAT REV TRUST
7928 WEST DR 911
NORTH BAY VILLAGE, FL 33141

DIONICIA MABEL ARIAS
1865 79 STREET CSWY 1N
NORTH BAY VILLAGE, FL 33141

DJIBOUTI LLC
701 BRICKELL AVE #2040
MIAMI, FL 33131

DLJ MORTGAGE CAPITAL INC
3900 CAPITAL CITY BLVD
LANSING, MI 48906

DORA C PEREZ
15606 SW 63 TERR
MIAMI, FL 33193-2802

DORIS JOSEFINA NAVA DE LAGUNA
31 MOHAWK DR
UNIONVILLE, CT 06085

DYLAS PROPERTY MANAGEMENT LLC
16518 FORESTLAKE DR
TAMPA, FL 33624

DYNASTIC INTERNATIONAL LLC
3363 NE 163 ST #502
NORTH MIAMI BEACH, FL 33160

EDILENE SILLER
1770 79 STREET CSWY #D303
NORTH BAY VILLAGE, FL 33141

EDWARD BARLETTA TRS
EDWARD BARLETTA REVOCABLE TR
MARIA R BARLETTA
1605 BAY DR
MIAMI BEACH, FL 33141

EDWIN PAUL MONTEIRO JR
1865 79 STREET CSWY 11J
NORTH BAY VILLAGE, FL 33141

EFREM PALMER
7901 HISPANOLA AVE 1707
NORTH BAY VILLAGE, FL 33141

EL ARROYITO LLC
1865 79 STREET CSWY 10L
NORTH BAY VILLAGE, FL 33141

EL ARROYITO LLC
1865 79 STREET CSWY #4B
NORTH BAY VILLAGE, FL 33141

ELINOR HARRIS LE
REM ROSLIN PERICH
1790 79 STREET CSWY B303
NORTH BAY VILLAGE, FL 33141

ELIZABETH G ABRAHAM
1865 79 STREET CSWY 7N
NORTH BAY VILLAGE, FL 33141

ELSI ALAVA TRS
ALAVA FAMILY REVOCABLE TRUST
1780 79 STREET CSWY C302
NORTH BAY VILLAGE, FL 33141

ENRIQUE IVAN MONSALVE TRS
THE MONSALVE RESTREPO RAMOS
FAMILY REVOCABLE TRUST
1087 BRYANT WAY
SUNNYVALE, CA 94087

ERIKA DIANA SPACCAROTELLA
2707 NE 164 ST
N MIAMI BEACH, FL 33160-4002

ERIN MOHRES
1865 79 STREET CSWY #6G
NORTH BAY VILLAGE, FL 33141

ERNEST GAMBARO
MONICA GAMBARO
5550 LAGORCE DR
MIAMI BEACH, FL 33140

ERNEST U GAMBARO
1700 KENNEDY CSWY #1908
NORTH BAY VILLAGE, FL 33141

ERNESTO K ORDONEZ
1865 79 STREET CSWY APT 4A
NORTH BAY VILLAGE, FL 33141

ERNESTO ZAMORA
1800 79 STREET CSWY #A309
NORTH BAY VILLAGE, FL 33141

ESPEJAIME INVERSIONES INC
1865 79 STREET CSWY UNIT 12D
NORTH BAY VILLAGE, FL 33141

ESPERANZA JAHRMARKT
7901 HISPANOLA AVE 2006
NORTH BAY VILLAGE, FL 33141

EST OF MARIA E OCAMPO
1790 79 ST CSWY APT B306
NORTH BAY VILLAGE, FL 33141

ESTHER J CARDONA
1865 79 STREET CSWY #15H
NORTH BAY VILLAGE, FL 33141

ESTHER PERCAL LE
REM CARLOS RAMON FERNANDEZ
6330 PINETREE DR
MIAMI BEACH, FL 33141

ESTMO LLC
1865 79 STREET CSWY #14D
NORTH BAY VILLAGE, FL 33141

EUGENE CIOFFI
1865 79 STREET CSWY #11 I
NORTH BAY VILLAGE, FL 33141

EUGENIO S LOPEZ
10780 SW 88 ST #E-15
MIAMI, FL 33176

EULALIA ESCORCIA
1865 79 STREET CSWY 8H
NORTH BAY VILLAGE, FL 33141

EUNICE W LARA
1865 79 STREET CSWY #1G
NORTH BAY VILLAGE, FL 33141

EVA EXPOSITO
1865 79 STREET CSWY #7M
NORTH BAY VILLAGE, FL 33141

EVANGELINA BALMORI
120 CONFEDERATE AVE
DANVILLE, VA 24541

EVELIO HORTA JR
1865 79 STREET CSWY #6I
NORTH BAY VILLAGE, FL 33141

EVELYN TIEDEMANN
369 MAHOGANY DR
KEY LARGO, FL 33037

EZEBEL LLC
304 INDIAN TRACE #507
WESTON, FL 33326

FABIAN BENITO
JACQUELINA M CASADIDIO
42 GOLFVIEW CT
ROTON DE WEST, FL 33947

FABIO DENTINO
1780 79 STREET CSWY #C 104
NORTH BAY VILLAGE, FL 33141

FEDERICO ZAMORA
1800 79 STREET CSWY A208
NORTH BAY VILLAGE, FL 33141

FEDERICO ZAMORA
1800 79 STREET CSWY #A311
NORTH BAY VILLAGE, FL 33141

FERMIN L DE VALES
7524 BUCCANEER AVE
NORTH BAY VILLAGE, FL 33141

FIMAR INVEST INC
21125 NE 3 CT
MIAMI, FL 33179

FLAVIO LAURENT & DIANA HOYOS
1865 79 STREET CSWY #4J
NORTH BAY VILLAGE, FL 33141

FLOR MARIA SOLANO
JULIA ISABEL PENA
1790 79 STREET CSWY #B301
NORTH BAY VILLAGE, FL 33141

FLORA LUISA HEREU
SANDRA PEREZ
1865 79 STREET CSWY 16H
NORTH BAY VILLAGE, FL 33141

FRANCISCO A ALVAREZ
ROSENDO A ALVAREZ
8004 NW 154 ST #298
MIAMI LAKES, FL 33016

FRANCISCO ALMEIDA &W
MARIA F ALMEIDA
1865 79 STREET CSWY #4H
NORTH BAY VILLAGE, FL 33141

FRANCISCO J ALTUNA
1770 79 STREET CSWY #D111
NORTH BAY VILLAGE, FL 33141

FRANK PEREZ GONZALEZ
1770 79 STREET CSWY D314
NORTH BAY VILLAGE, FL 33141

FREDERIC AND BRICE LLC
1865 79 STREET CSWY 6J
NORTH BAY VILLAGE, FL 33141

FREDY AVISAI DIAZ
THAISME DIAZ
4200 MARYLAND CT
MIDDLETOWN, MD 21769

FVZ L L C
3370 NE 190 ST #2813
AVENTURA, FL 33180

GABRIEL BARBAT
ANA DOMINGUEZ
2655 COLLINS AVE #2108
MIAMI BEACH, FL 33140

GABRIEL BARBAT
ANA DOMINGUEZ
1800 79 STREET CSWY #A202
NORTH BAY VILLAGE, FL 33141

GABRIEL CAROLI
1770 79 STREET CSWY D307
NORTH BAY VILLAGE, FL 33141

GABRIEL CAROLI VARGAS
1770 79 STREET CSWY D307
NORTH BAY VILLAGE, FL 33141

GABRIELA ESTHER DEPILLIS
8000 WEST DR 605
NORTH BAY VILLAGE, FL 33141

GABRIELA HEMMERDE VECCO
5750 COLLINS AVE APT 4B
MIAMI BEACH, FL 33140

GAIL M SOLIS
IVAN SOLIA
110 SEAVER CIRCLE
BRIDGEPORT, CT 06606

GENNARO PULEO
1780 79 STREET CSWY APT C211
NORTH BAY VILLAGE, FL 33141

GEORGE KALIL III
9200 SW 212 TER
CUTLER BAY, FL 33189-3832

GEORGE MCMILLIAN &W MARGARET
100 S BIRCH ROAD #1906
FORT LAUDERDALE, FL 33316

GERARDO ALVAREZ &W PAULA &
RAFAEL ALVAREZ
2930 POINT EAST DR #E505
AVENTURA, FL 33160-2685

GERARDO ALVAREZ &W PAULA LE
REM RAFAEL ALVAREZ
2930 POINT EAST DR #E505
NO MIAMI BEACH, FL 33160-2685

GG DEVELOPMENT & INVESTMENT LLC
1200 WEST AVE PH 14
MIAMI BEACH, FL 33139

GIGI LAND INC
3 FAIRLAWN DR
DEER PARK, NY 11729

GILBERTO SANCHEZ &W BEATRIZ
1865 79 STREET CSWY #9M
NORTH BAY VILLAGE, FL 33141

GINA HICKEY
1700 KENNEDY CSWY #1207
NORTH BAY VILLAGE, FL 33141

GIOVANNI TUMMOLILLO
BERTHA ELENA TUMMOLILLO
7901 HISPANOLA AVE 711
NORTH BAY VILLAGE, FL 33141

GISELA PEREZ
1790 79 STREET CSWY B 305
NORTH BAY VILLAGE, FL 33141

GISELE BEAUVOIR
1865 79 STREET CSWY #12M
NORTH BAY VILLAGE, FL 33141

GLADYS LOPEZ-TRIGO
70 SHORE DR WEST
MIAMI, FL 33133

GLENN S (EST OF) & VIOLET SAMBERG
1770 79 STREET CSWY #D202
NORTH BAY VILLAGE, FL 33141

GLOBAL INVESTMENT AND
ASSOCIATES LLC
311 9 ST
HALLANDALE BEACH, FL 33009

GLORIA C RESTREPO
1800 79 ST CSWY A302
NORTH BAY VILLAGE, FL 33141

GOLDEN SEA RTM LLC
1865 79 STREET CSWY 2L
NORTH BAY VILLAGE, FL 33141

GOOD HOMES USA GROUP INC
1800 79 STREET CSWY A207
NORTH BAY VILLAGE, FL 33141

GORAN CUK
7901 HISPANOLA AVE UNIT 1401
NORTH BAY VILLAGE, FL 33141

GREGORY DANENBERG
215 E 95 ST #34H
NEW YORK, NY 10128

GREGORY HOFFMAN
16395 BISCAYNE BLVD #1805
NORTH MIAMI BEACH, FL 33160

GREY HOLDINGS INC
2775 NE 187 ST #124
AVENTURA, FL 33180

GUILLERMO FERNANDEZ
2771 VILLAGE GREEN DR
MIAMI, FL 33175-2359

GUILLERMO GARCIA &W MARICELA
1710 S TREASURE DR
NORTH BAY VILLAGE, FL 33141

GUSTAVO ADOLFO BALMACEDA
7901 HISPANOLA AVE 1009
NORTH BAY VILLAGE, FL 33141

GUSTAVO QUINTINI LE
REM ANTONIETA AVELEDO
7901 HISPANOLA AVE #709
NORTH BAY VILLAGE, FL 33141

HARCHER BATRAVIL
7901 HISPANOLA AVE 706
NORTH BAY VILLAGE, FL 33141

HECTOR HUGO DELLA GIOVANNA
1865 79 ST CSWY
NORTH BAY VILLAGE, FL 33141

HECTOR J MORENO LE
REM BARBARA MORENO
6423 COLLINS AVE #610
MIAMI BEACH, FL 33141

HELTON ORTIZ BARBOSA
1865 79 STREET CSWY APT 12B
NORTH BAY VILLAGE, FL 33141

HENRY SPRING JR
7901 HISPANOLA AVE APT 1507
NORTH BAY VILLAGE, FL 33141

HERNAN CARLOS GREVE
7901 HISPANOLA AVE 912
NORTH BAY VILLAGE, FL 33141

HIDRO CIVIL INDUSTRIAS LLC
1700 KENNEDY CSWY #1611
NORTH BAY VILLAGE, FL 33141

HLB 2 PROPERTIES LLC
15935 NW 82 CT
MIAMI LAKES, FL 33016

IA LOVE LLC
7928 EAST DR UNIT 904
NORTH BAY VILLAGE, FL 33141

IGNACIO MAGAN SANCHEZ
MARIA EUGENIA MADRIZ HERNANDEZ
1865 79 STREET CSWY PHN
NORTH BAY VILLAGE, FL 33141

IK 91015A LLC
1150 KANE CONCOURSE 2FL
BAY HARBOR ISLANDS, FL 33154

ILEANA A PEREZ
1800 79 STREET CSWY #A103
NORTH BAY VILLAGE, FL 33141

ILIYA KHRAMOV LE
REM ANTON KHRAMOV
7901 HISPANOLA AVE 1412
NORTH BAY VILLAGE, FL 33141

INGRID E MASON
1865 79 ST CSWY #14J
NORTH BAY VILLAGE, FL 33141

ISAAC ROMAN
1780 79 STREET CSWY C20
NORTH BAY VILLAGE, FL 33141

ISRAEL & ESTER SANTA MARIA
1865 79 STREET CSWY #2M
NORTH BAY VILLAGE, FL 33141

ISRAEL DANIEL SULTAN
ROSELYNE SULTAN
7901 HISPANOLA AVE 1912
NORTH BAY VILLAGE, FL 33141

IVAN BURGUENO
OLGA LOPEZ
1865 79 STREET CSWY 15E
NORTH BAY VILLAGE, FL 33141

IVAN MORALES &W DAYAMI
1770 79 STREET CSWY #D101
NORTH BAY VILLAGE, FL 33141

IVENS CORPORATION
800 71 ST #2 FLOOR
MIAMI BEACH, FL 33141

IVETTE DELGADO
1024 NE 144 ST
MIAMI, FL 33161

IVETTE DELGADO
7601 E TREASURE DR PH 118
NORTH BAY VILLAGE, FL 33141

IVETTE WEDDLE
ROY WEDDLE
7901 HISPANOLA AVE #1807
NORTH BAY VILLAGE, FL 33141

JAIME BAKER
34 41 85 ST 4M
FLUSHING, NY 11372

JAMES FRENCH
1865 79 STREET CSWY PH-I
NORTH BAY VILLAGE, FL 33141

JAMES GLANTZ
7901 HISPANOLA AVE 2011
NORTH BAY VILLAGE, FL 33141

JAMIE M ARDEN
7901 HISPANOLA AVE 1410
NORTH BAY VILLAGE, FL 33141

JAVIER ALBERTO ROMANO
PATRICIA MARIA ROMANO
7901 HISPANOLA AVE APT 1001
NORTH BAY VILLAGE, FL 33141

JAVIER MORERA
3801 NE 170 ST #A-5
NORTH MIAMI BEACH, FL 33160-3169

JAY ASHKANOZY
1865 79 ST CSWY #12-F
NORTH BAY VILLAGE, FL 33141

JEAN ANDREE REJAS
HEYDY ALEJANDRA REJAS
7951 NE BAYSHORE CT #1402
MIAMI, FL 33138

JEAN MICHEL DAVID WUETHRICH LE
REM JEAN M DAVID WUETHRICH TRS
REM JEAN M DAVID WUETHRICH LIV TR
7901 HISPANOLA AVE 2008
NORTH BAY VILLAGE, FL 33141

JEFFREY A KATZ
21500 HALBURTON ROAD
BEACHWOOD, OH 44122

JENNIEKE G ASTOR
1865 79 ST CSWY 3H
NORTH BAY VILLAGE, FL 33141

JENNY RONDON
1770 79 STREET CSWY #D305
NORTH BAY VILLAGE, FL 33141

JITENDRA SOOKLALL
369 DEER PARK ROAD
DIX HILLS, NY 11746

JOAQUIN VIRUE LE
ROSA M VIRUE LE
REM CONCEPCION RABINOVICH
428 NE 90 ST
EL PORTAL, FL 33138

JOEL BARRY MARGOLIS
1780 79 ST CSWY #314 BLDG C
NORTH BAY VILLAGE, FL 33141

JOEL HOLTZMAN
1865 79 STREET CSWY #6A
NORTH BAY VILLAGE, FL 33141

JOEL LUBIN
7901 HISPANOLA AVE UNIT 1705
NORTH BAY VILLAGE, FL 33141

JOEL M ELLISON
5500 COLLINS AVE APT 402
MIAMI BEACH, FL 33140-5530

JOEL WEITZMAN
166-42 22ND
WHITESTONE, NY 11357

JOHANNY FERREIRA
RUBEN RABINO
1731 ANNANDALE CIR
ROYAL PALM BEACH, FL 33411

JOHN PARDI &W
GLADYS PARDI
1700 KENNEDY CSWY #1711
NORTH BAY VILLAGE, FL 33181

JOHN PARDI TRS
JOHN PARDI REVOCABLE TR
7901 HISPANOLA AVE 1711
NORTH BAY VILLAGE, FL 33141

JOHN SAKAL
7901 HISPANOLA AVE 1112
NORTH BAY VILLAGE, FL 33141

JORGE L BRITO
LIANEL M BRITO
186 NORMANDY DR
TAVERNIER, FL 33070

JOSE DEL RIO
MARIA GAITAN
9440 W FLAGLER ST #105
MIAMI, FL 33174

JOSE R PINTO
1790 79 STREET CSWY #B203
NORTH BAY VILLAGE, FL 33141

JOSE VALERA
1865 79 STREET CSWY 9N
NORTH BAY VILLAGE, FL 33141

JOSE VALVERDE LE
MYRA ALEIDA GREGORIO LE
REM JORGE GOMEZ
1865 79 STREET CSWY 4M
NORTH BAY VILLAGE, FL 33141

JOSELY BARRIAL
1865 79 STREET CSWY #4F
NORTH BAY VILLAGE, FL 33141

JOSEPH M GRECO
7516 BUCCANEER AVE
NORTH BAY VILLAGE, FL 33141

JUAN C PEREZ
1568 NORMANDY DR
MIAMI BEACH, FL 33141

JUAN DAVID HERNANDEZ
NATALIA BOLIVAR
1865 79 STREET CSWY 8N
NORTH BAY VILLAGE, FL 33141

JUAN DIEGO PINTO
VANESSA BENTUE JACCOUD
7901 HISPANOLA AVE UNIT 1709
NORTH BAY VILLAGE, FL 33141

JUAN JOSE CASAIS
1700 KENNEDY CSWY #1701
NORTH BAY VILLAGE, FL 33140

JUANA PEREZ
3822 NW 58 CT
VIRGINIA GARDENS, FL 33166

JUDITH LOIS DRESDEN LOFT TRS
JUDITH L DRESDEN LOFT FAM TR
7901 HISPANOLA AVE 802
NORTH BAY VILLAGE, FL 33141

JULDIN LLC
333 N SHORE DR
MIAMI BEACH, FL 33141

JULIO LLONA & MARIA E BENAGLIA
1865-79 ST CSWY #5A
NORTH BAY VILLAGE, FL 33141

KAREL DIAZ REYES
ANNEYD AVALOS PENA
7901 HISPANOLA AVE 1803
NORTH BAY VILLAGE, FL 33141

KARLA C DOS SANTOS
7901 HISPANOLA AVE #2007
NORTH BAY VILLAGE, FL 33141

KEITH B MCKENZIE
1700 KENNEDY CSWY #2003
NORTH BAY VILLAGE, FL 33141

KEITH T FORRESTER
SHARON MERRIL FORRESTER
7901 HISPANOLA AVE APT 1106
NORTH BAY VILLAGE, FL 33141

KELLIE PETERSON
5620 SW 119 AVE
COOPER CITY, FL 33330-3351

KELLY ANN LOMANGINO
1780 79 STREET CSWY C210
NORTH BAY VILLAGE, FL 33141

KENDRA FLORES BATINEH
1865 79 STREET CSWY 1-I
NORTH BAY VILLAGE, FL 33141

KENNEDY HOUSE CONDO HOLDINGS LLC
5121 SW 87 AVE
MIAMI, FL 33165

KENNETH PEREZ
601 NW 208 CIR
PEMBROKE PINES, FL 33029-2136

KERRY ALLEN
1700 KENNEDY CSWY 1010
NORTH BAY VILLAGE, FL 33141

KEVIN COLIN
CYNTHIA COLIN
7901 HISPANOLA AVE 1101
NORTH BAY VILLAGE, FL 33141

KEY OCEAN LLC
13899 BISCAYNE BLVD STE 222
NORTH MIAMI BEACH, FL 33181

KFG PROPERTIES LLC
16 CLOVERFIELD DR
LOUDONVILLE, NY 12211

KIAN WONG
7901 HISPANOLA AVE 603
NORTH BAY VILLAGE, FL 33141

KIM CAIRINS
VALENTINA CAIRINS
7901 HISPANOLA AVE 608
NORTH BAY VILLAGE, FL 33141

KK 16 LLC
1150 KANE CONCOURSE 2ND FLR
BAY HARBOR ISLANDS, FL 33154

KRISTIANI LINS
1865 79 STREET CSWY 16K
NORTH BAY VILLAGE, FL 33141

KUNIOKA INVESTMENTS LLC
2200 NE 33 AVE 15K
FORT LAUDERDALE, FL 33305

LAMBROS REAL ESTATE LLC
7901 HISPANOLA AVE 1905
NORTH BAY VILLAGE, FL 33141

LEONARDO D SCHIAFFINO
OSVALDO SCHIAFFINO
DIONIGI DAMIAN SCHIAFFINO
1820 SW 2 AVE
MIAMI, FL 33129

LEONARDO DAVID SCHIAFFINO
1770 79 STREET CSWY #D311
NORTH BAY VILLAGE, FL 33141

LEONEL D CAMACHO
MARIA E CAMACHO
1700 KENNEDY CSWY #1105
NORTH BAY VILLAGE, FL 33141

LEONEL D CAMACHO
MARIA E CAMACHO
7901 HISPANOLA AVE #1105
NORTH BAY VILLAGE, FL 33141

LEONILA URREGO
1770 79 ST CSWY APT D309
NORTH BAY VILLAGE, FL 33141

LEONOR E ALBORNOZ LINARES
1549 NE 110 ST
MIAMI, FL 33161

LEXI 2009 LLC
304 INDIAN TRACE #507
WESTON, FL 33326

LEXI 708 LLC
7901 HISPANOLA AVE 2008
NORTH BAY VILLAGE, FL 33141

LEXI DEVELOPMENT CO INC
7301 SW 57 CR STE 565
SOUTH MIAMI, FL 33143

LEYLA GOMEZ
RAFAEL COMENSANA
1865 79 STREET CSWY 6M
NORTH BAY VILLAGE, FL 33141

LEYLA GOMEZ
RAFAEL COMESANA
1865 79 STREET CSWY 14L
NORTH BAY VILLAGE, FL 33141

LIGHT777 LLC
1770 79 ST CSWY #D310
NORTH BAY VILLAGE, FL 33141

LILIANA P DODD
1865 79 STREET CSWY 11A
NORTH BAY VILLAGE, FL 33141

LISA HALLORAN
7935 EAST DR 404
NORTH BAY VILLAGE, FL 33141

LOHM PROPERTIES INC
20621 NE 7 CT
MIAMI, FL 33179

LOLISCO LLC
8500 W FLAGLER ST STE B 209
MIAMI, FL 33144

LORENA P GUARDAMAGNA
1700 KENNEDY CSWY #701
NORTH BAY VILLAGE, FL 33141

LOURDES Z MENESES
YOLANDA MENESES
105 SW 96 CT #A
MIAMI, FL 33174-2000

LUCIA BOVIO
1865 79 STREET CSWY APT 6B
NORTH BAY VILLAGE, FL 33141

LUCIANA D PAVAN
1700 KENNEDY CSWY UNIT 803
NORTH BAY VILLAGE, FL 33141

LUCIANO P COTTINO ROUX
11010 NW 30 ST STE 104 CCS-14282
MIAMI, FL 33172-5032

LUIS ALFONSO BORREGO JTRS
HERMAN LUIS PLASENCIA JTRS
8525 SW 68 ST
MIAMI, FL 33143-2437

LUIS ALFONSO SOSA
MARISA ARTUS
7901 HISPANOLA AVE #905
NORTH BAY VILLAGE, FL 33141

LUIS ALFREDO NARANJO
LORENA PATRICIA DRYDEN
1790 79 STREET CSWY B205
NORTH BAY VILLAGE, FL 33141

LUIS ALFREDO NARANJO
3316 KEENLAND RD
MARIETTA, GA 30062

LUIS ANDRES RITTER ZAMORA
CARLY VIVIANA ARIAS PARAVICINI
1865 79 STREET CSWY UNIT 3J
NORTH BAY VILLAGE, FL 33141

LUIS FERNANDO TORO JTRS
PAOLA ANDREA TORO JTRS
7411 BEACHVIEW DR
NORTH BAY VILLAGE, FL 33141

LUIZ B CANTO
MAURIEN L SOARES
1865 79 STREET CSWY #5E
NORTH BAY VILLAGE, FL 33141

LURPIAZO LLC
6001 SW 70 ST 543
SOUTH MIAMI, FL 33143

LYNNE MARY LANDAU
1700 KENNEDY CSWY #1408
NORTH BAY VILLAGE, FL 33141

MAGALYS AMORES
ARMANDO AMORES
1790 79 STREET CSWY B304
NORTH BAY VILLAGE, FL 33141

MAGDALENA CABRAL
1790 79 STREET CSWY APT B201
NORTH BAY VILLAGE, FL 33141

MAICER IZTURIS
1700 KENNEDY CSWY #606
NORTH BAY VILLAGE, FL 33141

MAISIE MARGUILES LE
REM DAVID DARCEY &W JANICE
12619 SHOAL CREEK TERR
BELTSVILLE, MD 20705

MALCOLM L GONZALES
7901 HISPANOLA AVE 1504
NORTH BAY VILLAGE, FL 33141

MALLORCA INVESTMENTS GROUP LLC
901 PONCE DE LEON BLVD STE 204
CORAL GABLES, FL 33134

MANFRED KLAUS GROTH
LISET GROTH
7901 HISPANOLA AVE 1005
NORTH BAY VILLAGE, FL 33141

MANUEL ANTUNA &W
SUZANNE BELL ANTUNA
7901 HISPANOLA AVE #1006
NORTH BAY VILLAGE, FL 33141

MARCELO TERAN JR
1780 79 STREET CSWY C206
NORTH BAY VILLAGE, FL 33141

MARCO SALOMONE
1865 79 STREET CSWY #5C
NORTH BAY VILLAGE, FL 33141

MARCOS ANTONIO ESCANDELL
1141 FALCON AVE
MIAMI, FL 33166

MARCOS DE ALBUQUERQUE
JOSEPH B PILERI
7901 HISPANOLA AVE 712
NORTH BAY VILLAGE, FL 33141

MARIA DAVILA
521 SW 89 AVE
MIAMI, FL 33174-2451

MARIA DE LOS ANGELES JONES
6900 BAY DR 6A
MIAMI BEACH, FL 33141

MARIA DEL CARMEN ROZZO
1800 79 STREET CSWY #A306
NORTH BAY VILLAGE, FL 33141

MARIA F & LILY GAITAN JTRS
9440 W FLAGLER ST #105
MIAMI, FL 33174

MARIA FERNANDA GOMES LEAL
1865 79 STREET CSWY APT 4E
NORTH BAY VILLAGE, FL 33141

MARIA FIORELLA BLANCO
1865 79 STREET CSWY 8G
NORTH BAY VILLAGE, FL 33141

MARIA J FRIEDOPFER
1865 79 STREET CSWY #PHG
NORTH BAY VILLAGE, FL 33141

MARIA MENDONCA FREITAS TRS
THE MARIA MENDONCA FREITAS REV TR
1865 79 STREET CSWY PHB
NORTH BAY VILLAGE, FL 33141

MARIA PATRICIA OLIVARES
1780 79 STREET CSWY #C101
NORTH BAY VILLAGE, FL 33141

MARIA V KRAUS
1865 79 STREET CSWY #6F
NORTH BAY VILLAGE, FL 33141

MARIEL G LEMA
4354 SW 13 ST
MIAMI, FL 33134

MARIO AVERHOFF LE
REM PAULA AVERHOFF
255 GALEN DR 3F
KEY BISCAYNE, FL 33149

MARIO G MARTINEZ
1800-79 ST CSWY #A-101
NORTH BAY VILLAGE, FL 33141

MARIO JULY KONG SAN RIVERA
1865 79 STREET CSWY 3I
NORTH BAY VILLAGE, FL 33141

MARIO NIEDBALSKI
JOSE RAFAEL CASTILLO
1865 79 STREET CSWY #10E
NORTH BAY VILLAGE, FL 33141

MARION & MONICA WOOD
PO BOX 11688
MARINA DEL REY, CA 90295

MARISA ANAI ARTUS MARCHETTI
LUIS ALFONSO SOSA
7901 HISPANOLA AVE 908
NORTH BAY VILLAGE, FL 33141

MARK JAY EISENBERGER TRS
MARC JAY EISENBERGER LIVING TRUST
365 OCEAN BLVD UNIT 204
LONG BRANCH, NJ 07740

MARK TRACH
1865 79 STREET CSWY #11O
NORTH BAY VILLAGE, FL 33141

MARLENE PORTUONDO
7540 BOUNTY AVE
NORTH BAY VILLAGE, FL 33141

MARNIC LLC
3600 UNIVERSITY PARK LANE
IRVING, TX 75062

MARTA HERNANDEZ LE
REM MARTA MARIA RUIZ
7200 MIAMI LAKEWAY S
MIAMI LAKES, FL 33015

MARTHA BOYLE
1800 79 STREET CSWY #A110
NORTH BAY VILLAGE, FL 33141

MARVIAL LLC
18628 SW 50 CT
MIRAMAR, FL 33029

MARY CARMEN MARSICANO DE CASAIS
1700 KENNEDY CSWY #1503
NORTH BAY VILLAGE, FL 33141

MAURO SIVIERI
1865 79 STREET CSWY 8L
NORTH BAY VILLAGE, FL 33141

MAYRA J VALDES
1770 79 STREET CSWY #D208
NORTH BAY VILLAGE, FL 33141

MERCEDES OTEIZA
1865 79 STREET CSWY #7E
NORTH BAY VILLAGE, FL 33141

MG PROSPER NBV LLC
301 ALMERIA AVE 330
CORAL GABLES, FL 33134

MIAMI KA REAL ESTATE LP
3264 SO UNIVERSITY DR
MIRAMAR, FL 33021

MICHAEL ALAN CHAZEN
1865 79 STREET CSWY 3F
NORTH BAY VILLAGE, FL 33141

MICHAEL EDWARD DUELL
MARIBEL HART
1865 79 STREET CSWY 14M
NORTH BAY VILLAGE, FL 33141

MICHAEL RYAN &W KAREN RUMBERG
10 W 15 ST #1114
NEW YORK, NY 10011

MICHAEL SABBAH
CHRISTIANE J RENOU SABBAH
7901 HISPANOLA AVE 1602
NORTH BAY VILLAGE, FL 33141

MICHAEL THOMAS BIELER
150 CHELTENHAM RD
WEST BABYLON, NY 11704

MICHEL GOURVENNEC
1700 KENNEDY CSWY #1202
NORTH BAY VILLAGE, FL 33141

MICHEL SABBAH LLC
7901 HISPANOLA AVE #604
NORTH BAY VILLAGE, FL 33141

MICHEL SABBAH LLC
7901 HISPANOLA AVE 1602
NORTH BAY VILLAGE, FL 33141

MIGUEL RIOS
1800 79 STREET CSWY #A105
NORTH BAY VILLAGE, FL 33141

MIKEY NADER FALAH
MOHAMMAD FALAH
7901 HISPANOLA AVE 1702
NORTH BAY VILLAGE, FL 33141

MILADY SARRIA
1865 79 ST CSWY APT 9C
NORTH BAY VILLAGE, FL 33141

MILAN KOCIC
1865 79 STREET CSWY 8F
NORTH BAY VILLAGE, FL 33141

MIRNA AURISTELA GIOIA RIVERA
1700 KENNEDY CSWY #1007
NORTH BAY VILLAGE, FL 33141

MIRTA D RIOS
1800 79 STREET CSWY #A106
NORTH BAY VILLAGE, FL 33141

MM KENNEDY HOLDINGS LLC
6500 COW PEN RD 104
MIAMI LAKES, FL 33014

MOHAMAD J AKHTER
3329 W 47 ST
MIAMI BEACH, FL 33140

MONICA COELHO LITHG
1865 79 STREET CSWY 15I
NORTH BAY VILLAGE, FL 33141

MONICA FABIANA BIANCOSPINO
1865 79 STREET CSWY 3C
NORTH BAY VILLAGE, FL 33141

MONICA WOOD
PERRY TRACH
PO BOX 11688
MARINA DEL REY, CA 90295

MONTRI PUTLEK TRS
7521 BUCCANEER AVE
NORTH BAY VILLAGE, FL 33141

MPC MIAMI LLC
8500 WEST FLAGLER ST B208
MIAMI, FL 33144

MR BUBU LLC
10350 W BAY HARBOR DR 9H
BAY HARBOR ISLANDS, FL 33154

MRKDR PROPERTIES LLC
36 NW 6 AVE SUITE TS7
MIAMI, FL 33128

NABIL NAHID NAOSHY TRS
NAOSHY FAMILY TRUST
DIANA AKKAOUI NAOSHY TRS
7901 HISPANOLA AVE 1203
NORTH BAY VILLAGE, FL 33141

NANCY RIVERO
1865 79 STREET CSWY APT 8I
NORTH BAY VILLAGE, FL 33141

NATASA G BOLLOK
RODOLFO A SCHIAVO
1566 NE 110 ST
MIAMI, FL 33161

NATYLUCHI PROPERTIES LLC
5055 COLLINS AVE #11 N
MIAMI BEACH, FL 33140

NELAD LLC
521 SW 89 AVE
MIAMI, FL 33174

NELLY S & JENNY CORTES
1865 79 STREET CSWY #2C
NORTH BAY VILLAGE, FL 33141

NELSON GUILLERMO TEJEIRO
ANA TEJEIRO
7601 E TREASURE DR #907
NORTH BAY VILLAGE, FL 33141

NELSON J BRANDT
NICOLE MOUSTAKI
7901 HISPANOLA AVE 906
NORTH BAY VILLAGE, FL 33141

NEOTRADE LLC
1865 KENNEDY CSWY #9H
NORTH BAY VILLAGE, FL 33141

NEOTRADE LLC
3363 NE 163 ST #502
NORTH MIAMI BEACH, FL 33160

NEW ROCK LLC
1000 E HALLANDALE BEACH BLVD #30
HALLANDALE BEACH, FL 33009

NIBIA F RODRIGUEZ LE
REM FRANCISCO J RODRIGUEZ
REM JOSE FRANCISCO RODRIGUEZ
8475 SW 48 ST
MIAMI, FL 33145

NICHOLAS BELLETTO
ANA MARCELA DUARTE MATA
7040 SPENCER RD
TALLAHASSEE, FL 32312

NICOLE ACOSTA
GABRIELA MERCEDES PILOTO
1780 79 STREET CSWY #C301
NORTH BAY VILLAGE, FL 33141

NICOLE FREEDLANDER
1800 NE 114 ST UNIT 2303
NORTH MIAMI, FL 33181

NIMRUD 2014 LLC
20900 NE 30 AVE STE 809
AVENTURA, FL 33180

NJF VENTURES LLC
401 69 ST APT 407
MIAMI BEACH, FL 33141

NOLVIA F HOWARD
1790 79 STREET CSWY #B112
NORTH BAY VILLAGE, FL 33141

NORMA C GONZALEZ
DELILAH M ALFONSO
PAULETTE GONZALEZ
1865 79 STREET CSWY 2A
NORTH BAY VILLAGE, FL 33141

NORTH BAY VILLAGE A209 LLC
6346 NW 113 CT
DORAL, FL 33178

OBED JOSUE REYES
1770 79 STREET CSWY UNIT D106
NORTH BAY VILLAGE, FL 33141

OHANA ONE LLC
2020 NE 163 ST 300D
MIAMI, FL 33162

OLEKSANDR BLEKHEROV
7901 HISPANOLA AVE UNIT 1607
NORTH BAY VILLAGE, FL 33141

ORESTE ROSARIO BOCCIA
1780 79 STREET CSWY #C109
NORTH BAY VILLAGE, FL 33141

ORNERO LLC
900 NE 3 ST
POMPANO BEACH, FL 33060

OSCAR J PEREZ
OSCAR A PEREZ
ADIS N PEREZ SHIFFMAN
1790 79 STREET CSWY B312
NORTH BAY VILLAGE, FL 33141

OSCAR J PEREZ &W
YADIRA DEL S ESPINOZA
1790 79 STREET CSWY #B312
NORTH BAY VILLAGE, FL 33141

OSVALDO RIVERON
1790 79 STREET CSWY #B212
NORTH BAY VILLAGE, FL 33141

OSVALDO SCHIAFFINO LE
REM DIONIGI DAMIAN SCHIAFFINO
REM VINCENT LUCAS SCHIAFFINO
1865 79 STREET CSWY 16M
NORTH BAY VILLAGE, FL 33141

PABLO ALVARADO LE
REM ANDREW ALVARADO
REM ALEJANDRO ALVARADO
7901 HISPANOLA AVE 1403
NORTH BAY VILLAGE, FL 33141

PABLO EGGLE
2060 NW 81 AVE 325
PEMBROKE PINES, FL 33024

PABLO F VARELA
1780 79 STREET CSWY #C307
NORTH BAY VILLAGE, FL 33141

PABLO LONGA
JENNIFER ARJONA LONGA
1700 KENNEDY CSWY #1612
NORTH BAY VILLAGE, FL 33141

PASCUAL ALONSO PEREZ
1865 79 STREET CSWY 12C
NORTH BAY VILLAGE, FL 33141

PATRICIA ANN VILA
7901 HISPANOLA AVE UNIT #1004
NORTH BAY VILLAGE, FL 33141

PATRICIO BOYLE
7901 HISPANOLA AVE 911
NORTH BAY VILLAGE, FL 33141

PAULA PONTE
9595 COLLINS AVE 1101
SURFSIDE, FL 33154

PEDRO EDUARDO YUNIS
CLAUDIA ZULUAGA YUNIS
7901 HISPANOLA AVE UNIT 1806
NORTH BAY VILLAGE, FL 33141

PEDRO GIL &
MARGARITA M PEREZ
1770 79 STREET CSWY #D301
NORTH BAY VILLAGE, FL 33141

PENSCO TRS CO
3175 OAK PARK DR
LAKELAND, FL 33803

PIERO VITALE
SULMA TORRES
7901 HISPANOLA AVE 805
NORTH BAY VILLAGE, FL 33141

PSP MANAGEMENT LLC
740 NE 87 ST
MIAMI, FL 33138

RAFAEL CISNEROS
1780 79 STREET CSWY #C201
NORTH BAY VILLAGE, FL 33141

RAFAEL COMESANA
1865 79 STREET CSWY #12H
NORTH BAY VILLAGE, FL 33141

RAMIRO P SCHEJTMAN
1865 79 STREET CSWY #14O
NORTH BAY VILLAGE, FL 33141

RANDOLPH MARKS
1865 79 STREET CSWY #16O
NORTH BAY VILLAGE, FL 33141

RAUL DANIEL GARCIA
7901 HISPANOLA AVE 903
NORTH BAY VILLAGE, FL 33141

REBECA DIAZ
1770 79 STREET CSWY #D209
NORTH BAY VILLAGE, FL 33141

REGINA NUNES DA SILVA
LUCAS MANFRINI SOARES
1865 79 STREET CSWY #3 O
NORTH BAY VILLAGE, FL 33141

REGIS JOSEPH VILLETTAZ
1700 KENNEDY CSWY #1008
NORTH BAY VILLAGE, FL 33141

ROBERT EVAN MEYERS
HOPE D MEYERS
7901 HISPANOLA AVE UNIT #1601
NORTH BAY VILLAGE, FL 33141

ROBERT JOHN AKRAS TRS
ROBERT J AKRAS TRUST
7901 HISPANOLA AVE 1911
NORTH BAY VILLAGE, FL 33141

ROBLES FAMILY MGMT CO LLC
15575 NW 12 PL
PEMBROKE PINES, FL 33028

ROCHELLE MEDEARIS TRS
THE ROCHELLE MEDEARIS REV TR
100 MAIN ST APT 501
VISTA, CA 92084

RODOLFO A SCHIAVO
NATASA C BOLLOK
1566 NE 110 ST
MIAMI, FL 33161

ROGER CORN SR &W PAULA
1800 79 STREET CSWY #A310
NORTH BAY VILLAGE, FL 33141

ROGER ROJAS JR TRS
ROGER ROJAS JR REV LIV TR
12085 COLONY PRESERVE DR
BOYNTON BEACH, FL 33436

RONALD DAENECKE
11031 NW 2 CT
MIAMI, FL 33168

ROSA URBINA
MARCO ANTONIO HIDALGO
1770 79 STREET CSWY D214
NORTH BAY VILLAGE, FL 33141

ROXANNE R AWANG
1865 79 ST CSWY #9-O
NORTH BAY VILLAGE, FL 33141

RUDOLF KOHN
1865 79 STREET CSWY #15J
NORTH BAY VILLAGE, FL 33141

RUPERTO SARMIENTO TRS
SARMIENTO ENTERPRISES LLC TR
1865 79 STREET CSWY 8O
NORTH BAY VILLAGE, FL 33141

RUSSEL WARREN &W LUCIENE
128 HAGGE DR
DAYTONA BEACH, FL 32124

RUSSELL WARREN
128 HAGGE DR
DAYTONA BEACH, FL 32124

SALVATORE SCRIVO
395 HUGUENOT ST APT 2R
NEW ROCHELLE, NY 10801

SAMUEL ZAMACONA
1700 KENNEDY CSWY #1003
NORTH BAY VILLAGE, FL 33141

SANDRA LEVY
ANDREW S LEVY
7901 HISPANOLA AVE 1604
NORTH BAY VILLAGE, FL 33141

SANJIT VARGHESE
AZEENA LOBO VARGHESE
5906 NW 123 AVE
CORAL SPRINGS, FL 33076

SANTECH INTERNATIONAL INC
1436 MANTUA AVE
CORAL GABLES, FL 33146

SANTIAGO GATTO
ANASTASIA TKAL
7901 HISPANOLA AVE 1411
NORTH BAY VILLAGE, FL 33141

SASO GEGOVSKI
1790 79 STREET CSWY #B204
NORTH BAY VILLAGE, FL 33141

SEBASTIAN L SCHOLL
7901 HISPANOLA AVE 1605
NORTH BAY VILLAGE, FL 33141

SERGIO ANDRES GIMENEZ
1865 79 STREET CSWY 7A
NORTH BAY VILLAGE, FL 33141

SG MIAMI INVESTMENTS LLC
1865 79 STREET CSWY 10C
NORTH BAY VILLAGE, FL 33141

SHAHILA HOSSAIN
1080 RICHARDSON AVE
BENSALEM, PA 19020

SHERYL S BORG
ALICE A KERR
7901 HISPANOLA AVE 1906
NORTH BAY VILLAGE, FL 33141

SHIRENE TABARESTANI
1865 79 STREET CSWY 15K
NORTH BAY VILLAGE, FL 33141

SHIRLEY OSCHART
7901 HISPANOLA AVE #703
NORTH BAY VILLAGE, FL 33141

SHOMA NORTH BAY VILLAGE LLC
201 SEVILLA AVE 300
CORAL GABLES, FL 33134

SHOPPES OF NO BAY VILLAGE II LLC
1320 S DIXIE HWY STE 781
CORAL GABLES, FL 33146-2953

SHUANGYU SHEN
1865 79 STREET CSWY 3D
NORTH BAY VILLAGE, FL 33141

SIDNEY J & BARBARA L FELLMAN
5875 DOUGLAS ST
PITTSBURGH, PA 15217

SIGRID NILSSEN
1860 VENICE PARK DR 127
NORTH MIAMI, FL 33181

SILVANA X MONTI
1865 79 STREET CSWY #3M
NORTH BAY VILLAGE, FL 33141

SIMONA QUISPE TRS
SIMONA QUISPE REVOCABLE TRUST
1865 79 STREET CSWY #3N
NORTH BAY VILLAGE, FL 33141

SIMONE MAZAL ABECASSIS
1770 79 STREET CSWY D206
NORTH BAY VILLAGE, FL 33141

SOFIA ANEAS GARCIA TRS
THE CARMEN SAHAGUN LIVING TRUST
186 NE 106 ST
MIAMI SHORES, FL 33138

SOFIA CHATZIKONSTANTI
5597 SEMINARY RD #2005
SOUTH FALLS CHURCH, VA 22041

SOFIA FISCHER
1865 79 STREET CSWY 15M
NORTH BAY VILLAGE, FL 33141

SOLEDAD VILLARRUEL LARRE
LAURA MURRAY
7901 HISPANOLA AVE UNIT 1109
NORTH BAY VILLAGE, FL 33141

SOUHEIL BADAA
7901 HISPANOLA AVE #807
NORTH BAY VILLAGE, FL 33141

SPACA LLC
2935 NE 163 ST 6D
NORTH MIAMI BEACH, FL 33160

STARFISH ISLAND LLC
4911 COLUMBIA RD F
COLUMBIA, MD 21044

STEVEN JEFFREY GISH
1245 HAWTHORNE DR EAST
WANTAGH, NY 11793

STUART ROHATINER JTRS
JUDITH ROHATINER JTRS
1700 KENNEDY CSWY #705
NORTH BAY VILLAGE, FL 33141

SUNNYBEACHSC LLC
60 NW 37 AVE #1207
MIAMI, FL 33125

SUNSET OCEAN LLC
7901 HISPANOLA AVE #1602
NORTH BAY VILLAGE, FL 33141

SUSAN P RYAN
1865 79 STREET CSWY #14G
NORTH BAY VILLAGE, FL 33141

SYNNYBEACHSC LLC
60 NW 37 AVE #1207
MIAMI, FL 33125

TAMAR FREIMEN
SHMUEL FREIMEN
7901 HISPANOLA AVE APT 1508
NORTH BAY VILLAGE, FL 33141

TANIA M ROMERO
1770 79 STREET CSWY #D204
NORTH BAY VILLAGE, FL 33141

TAPTUS CORP
4001 S OCEAN DR 11C
HOLLYWOOD, FL 33019

TARIK HUSAIN
1700 KENNEDY CSWY #1103
NORTH BAY VILLAGE, FL 33141

TASMIN ARA KHAN
1865 79 STREET CSWY 11N
NORTH BAY VILLAGE, FL 33141

TEJEIRO F NELSON
1800 79 STREET CSWY A308
NORTH BAY VILLAGE, FL 33141

TETYANA SHVETS
1700 KENNEDY CSWY #1409
NORTH BAY VILLAGE, FL 33141

THE JOHN DANILOSKY TRUST
1770 79 STREET CSWY #D205
NORTH BAY VILLAGE, FL 33141

THE KENNEDY HOUSE LLC
1865 79 STREET CSWY 3K
NORTH BAY VILLAGE, FL 33141

THE LYONETTA CORP
16192 COASTAL HIGHWAY
LEWES, DE 19958

THE RUNNING TEAM LLC
2370 NE 184 TER
N MIAMI BEACH, FL 33160

THIERRY M RIAHI
7901 HISPANOLA AVE 1510
NORTH BAY VILLAGE, FL 33141

THOMAS HOLMENGREN
1700 KENNEDY CSWY #910
NORTH BAY VILLAGE, FL 33141

TINMAR COMPANY LLC
1700 KENNEDY CSWY #702
NORTH BAY VILLAGE, FL 33141

TOYOKO KONNO
12029 NW 13 ST
PEMBROKE PINES, FL 33026

TRISTAR REAL ESTATE
INVESTMENTS LLC
18101 PINES BLVD 105
PEMBROKE PINES, FL 33029

ULLRICH FRANZ JOSEF OEHMEN
7901 HISPANOLA AVE UNIT #1205
NORTH BAY VILLAGE, FL 33141

VANIA VASCONCELOS DE FREITAS
1865 79 STREET CSWY #4D
NORTH BAY VILLAGE, FL 33141

VENUS MIAMI LLC
876 NW 6 AVE
BOCA RATON, FL 33432

VERSO HOLDINGS LLC
5151 COLLINS AVE 1625
MIAMI BEACH, FL 33140

VERSO HOLDINGS LLC
7901 HISPANOLA AVE 1608
NORTH BAY VILLAGE, FL 33141

VICTORIA ILLEANA MONTERO
7901 HISPANOLA AVE 1206
NORTH BAY VILLAGE, FL 33141

VIVIANE GANZ SANCHEZ
7901 HISPANOLA AVE 1110
NORTH BAY VILLAGE, FL 33141

WELLINGTON ASSETS LLC
3363 NE 163 ST #502
NORTH MIAMI BEACH, FL 33160

WESLEY L UTTERBACK
1865 79 STREET CSWY #7 B
NORTH BAY VILLAGE, FL 33141

WHITE PEAK LLC
8 THE GREEN #5245
DOVER, DE 19901

WHITE STEEL LLC
1621 CORNWALL AVE
BELLINGHAM, WA 98225

WILLIAAM KRINICKAS
JOELLE HANNAH CAMPBELL
7901 HISPANOLA AVE 2004
NORTH BAY VILLAGE, FL 33141

WILLIAM BURGETT
CLAIRE BURGETT
5430 LINDA VISTA RD UNIT 15
SAN DIEGO, CA 92110

WILSON M VIVANCO
12534 GRIFFIN BLVD
NORTH MIAMI, FL 33161

WILSON ROLDAN LE
REM HUGO ROLDAN
1865 79 STREET CSWY 16D
NORTH BAY VILLAGE, FL 33141

WLB INVESTMENTS LLC
4000 HOLLYWOOD BLVD STE 140 N
HOLLYWOOD, FL 33021

WOLFGANG ANDRE MENZ
1865 79 STREET CSWY 5O
NORTH BAY VILLAGE, FL 33141

YEMFER M CASANOVA
1790 79 STREET CSWY #B103
NORTH BAY VILLAGE, FL 33141

YILENA GONZALEZ FERREIRO
ROMY MONTIEL HERNANDEZ
1790 79 STREET CSWY B102
NORTH BAY VILLAGE, FL 33141

YULIYA SIDOREVSKAYA
7901 HISPANOLA AVE 1812
NORTH BAY VILLAGE, FL 33141

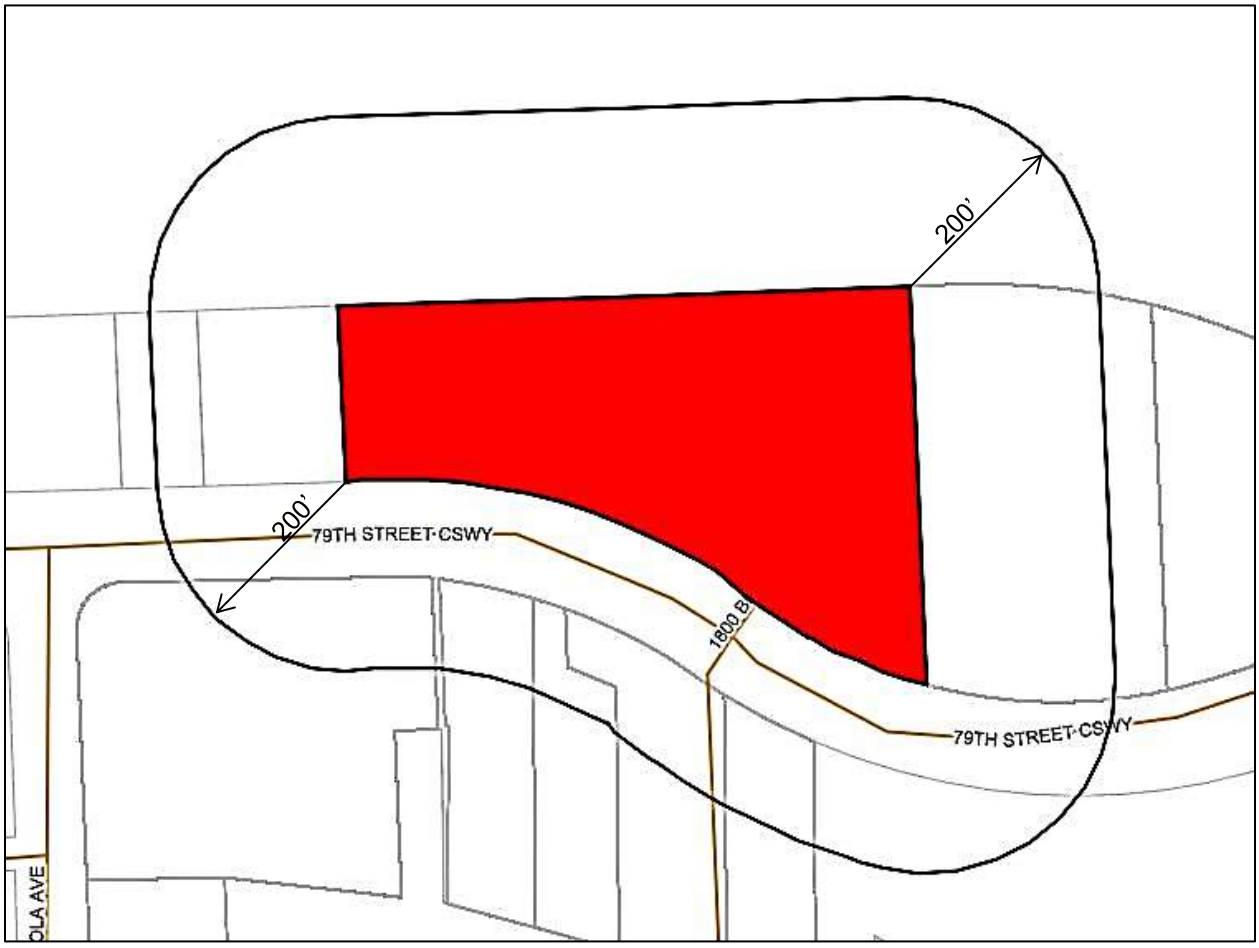
ZEN HOUSE HOLDINGS CORP
16760 NW 75 AVE
MIAMI, FL 33015

ZULEICA PERDOMO
4370 SW 82 AVE
MIAMI, FL 33155

ZUZANA CHARDIET
1865 79 STREET CSWY 15N
NORTH BAY VILLAGE, FL 33141

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rdrmiami.com | diana@rdrmiami.com | 305.498.1614

200' RADIUS MAP (N.T.S.)



SUBJECT: 1755 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0110

SUBJECT: 1819-1855 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0120

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 876 1077 0939** **PASSCODE: 393324**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE

LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Tuesday, June 24, 2025, through Friday, June 27, 2025, at the Hilton Orlando (Orange County), 6001 Destination Parkway, Orlando, Florida 32819. Members of the Miami-Dade County Board of County Commissioners may be in attendance. A complete list of scheduled meetings may be viewed at the following link:

Public Notice - North Bay Village Commission Meeting

North Bay Village | Publish Date: Jun 4, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

Public Notice - Public Hearing Item Cancellation

Miami-Dade Clerk of the Board | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Public Hearing item listed below, scheduled to be heard at the Miami-Dade County Board of County Commissioners Meeting on Tuesday, June 3, 2025, at 9:30 a.m., in the Commission Chambers, located on the second floor of the Stephen P. Clark Government Center, 111 N.W. First Street, Miami, Florida, 33128, has been CANCELLED.

Public Hearing - Environmental Quality Control Board (EQCB)

Regulatory and Economic Resources | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Environmental Quality Control Board (EQCB) will hold a public hearing on Thursday, June 12, 2025 at 1:30pm in the second floor training room of the Overtown Transit Village Building, 701 NW 1st Court, Florida, 33136.

2025-06-17-nbv-commission-m
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chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025-06-17-nbv-commission-mtg.pdf
01 - North Bay Villa... 01 - North Bay Villa... 02 - North Bay Villa... 03 - North Bay Villa... 05 - North Bay Villa... 08 - North Bay Villa... 10 - North Bay Villa... 10 - North Bay Villa... All Bookmarks
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NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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NORTH BAY VILLAGE, FL 33141 OR

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WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE

Ask AI Assistant Summarize this document
Inbox - IBetancourt@nb 2025 Advisory Board Me 2025-06-17-nbv-commi
544
6/5/2025

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Village Commission
June 17, 2025 at 5:30 PM (*Ordinance on Second Reading*)

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

LOCATION: 1755 & 1819 Kennedy Causeway, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, TEXT AMENDMENT APPLICATION, AND A DEVELOPMENT AGREEMENT: The Applicant requests the Village's consideration and approval to proceed with a mixed-use, multi-family development on two parcels located at 1755 and 1819 Kennedy Causeway, covering approximately 3.652 acres. The project will feature a range of building heights, a hotel with related amenities, restaurants, entertainment, and shopping. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties. Pursuant to Section 163.3225, Florida Statutes, the Village Commission will hold a second public hearing to consider the Development Agreement, which will specify the standards and conditions that will govern development of the property in connection with the site plan approval and special area plan.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

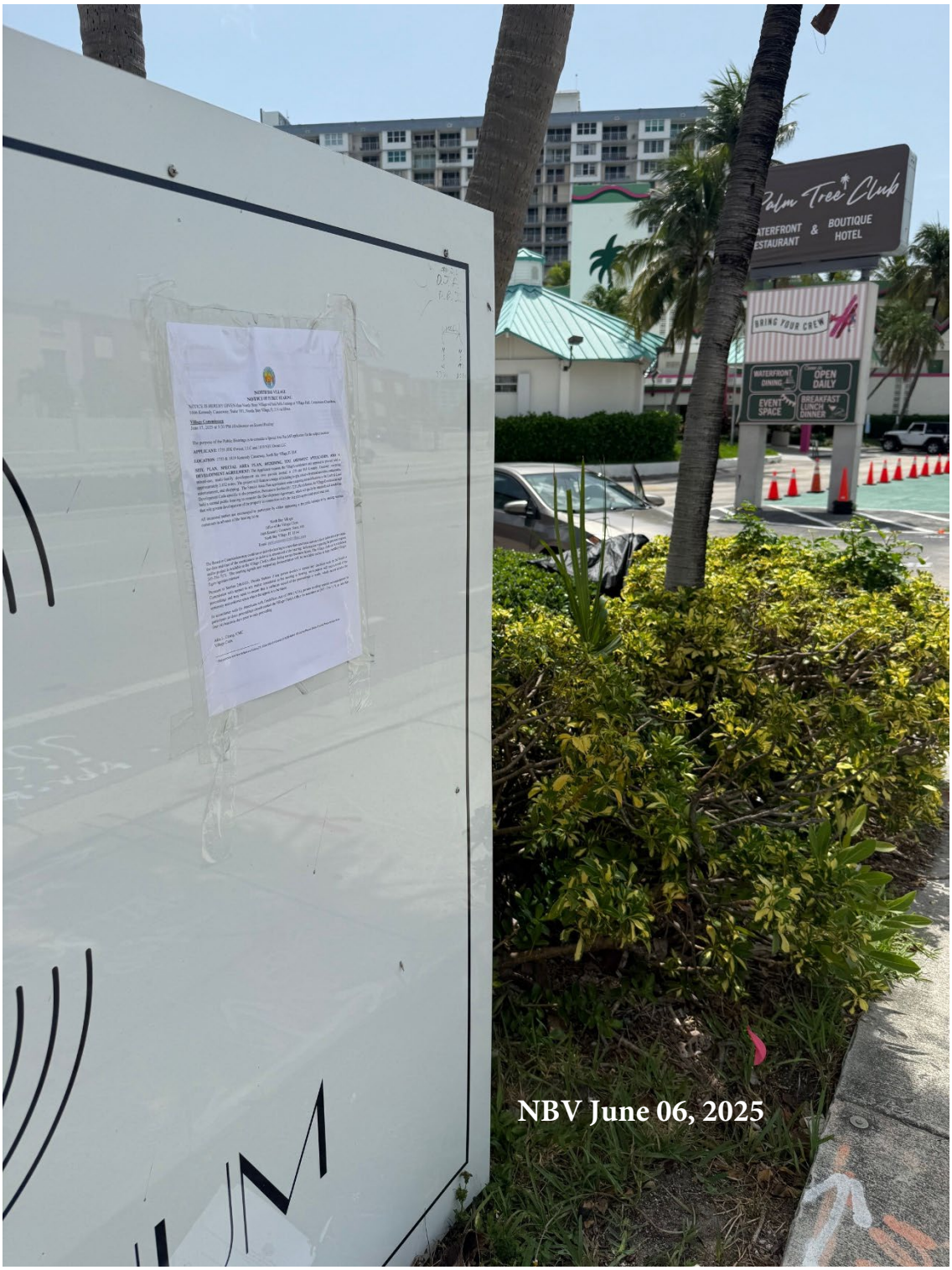
[1] The parcels are identified as Folios 23-3209-000-0110 and 23-3209-000-0120 by the Miami-Dade County Property Appraiser.



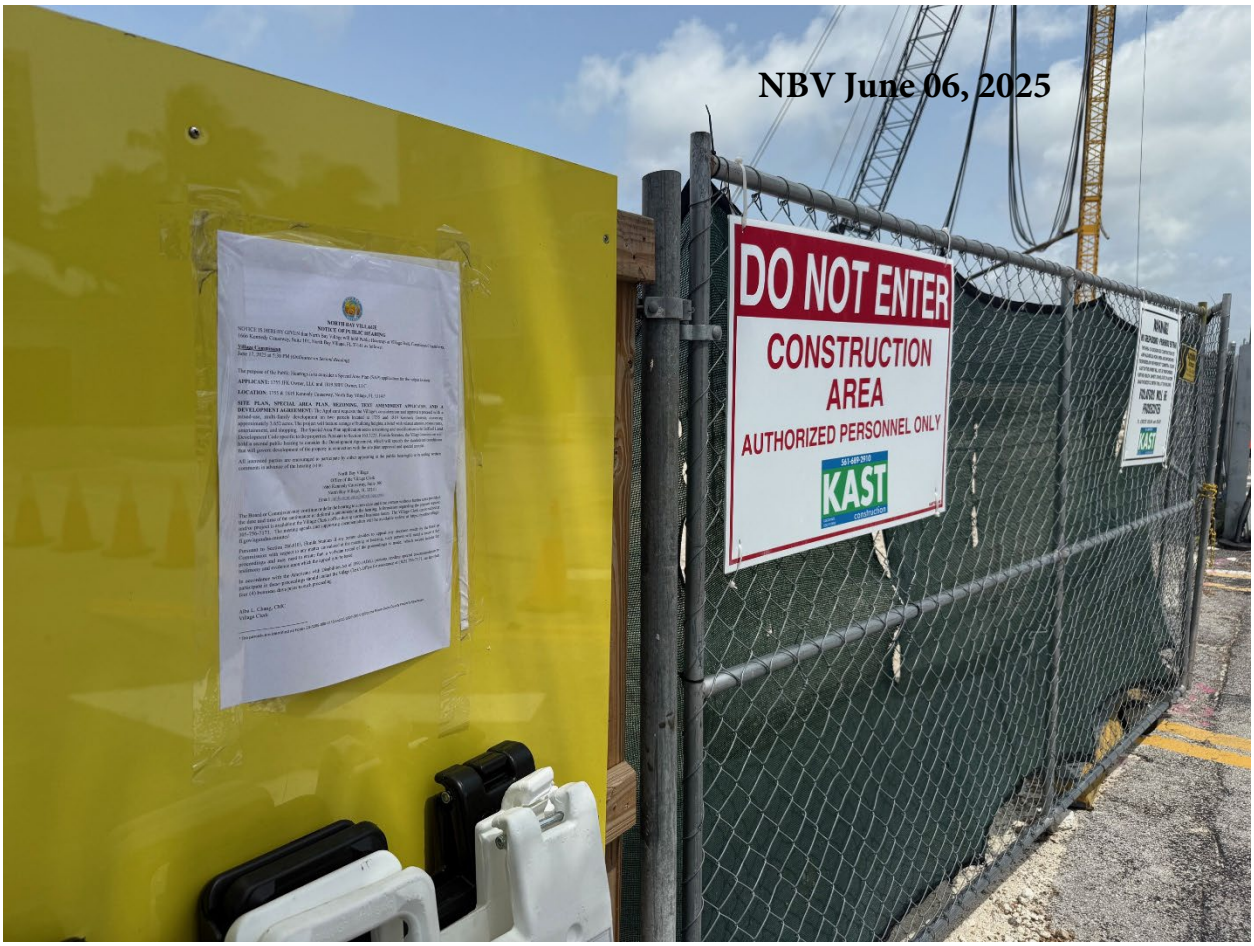
West side of Fence of 1755 JFK Causeway



East side of Fence of 1755 JFK Causeway



East corner fence of 1755 JFK Causeway and entrance to 1819-1855 JFK Causeway



East fence of 1755 JFK Causeway and parking of 1819-1855 JFK Causeway



Entrance to palm tree cub hotel at 1819-1855 JFK Causeway

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

June 6, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
SUBJECT: 1755 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0110

SUBJECT: 1819-1855 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0120

I affirm the notices were sent via First Class mail on 6/6/2025.

Sincerely,



Diana B. Rio

Total number of property owners without repetition: **528, including 6 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
ANTONIO FESTA	ANDREA YAYBEK		ALMIRANTE HARWOOD #6149	MONTEVIDEO CP 11500			URUGUAY
DIGNA MARIA JIMENEZ	RAMY CHOEB		7430 TERBOIS ST	SAINT LEONARD QC H1S 2M4			CANADA
DIGNA MARIA JIMENEZ JTRS	RAMY CHOEB JIMENEZ JTRS		7430 TERBOIS	MONTREAL QC H1S 2M4			CANADA
JOHN NASSAR	SANDRA NASSAR		2428 HENSALL ST	MISSISSAUGA ON L5A 2T2			CANADA
PULIZZI MASSIMILIANO			VIA FLOSA 663 B	MEDICINA BOLOGNA 40059			ITALY
RAMY CHOEB	DIGNA MARIA JIMENEZ		7430 TERBOIS	MONTREAL QC H1S 2M4			CANADA
1755 JFK OWNER LLC	C/O THE CONTINUUM COMPANY LLC		49 WEST 23 ST 4 FL	NEW YORK	NY	10010	USA
1800 BAY DRIVE PARTNERS LLC			1800 BAY DR	MIAMI BEACH	FL	33141	USA
1819 NBV OWNER LLC	C/O THE CONTINUUM COMP LLC		49 WEST 23 ST 4 FL	NEW YORK	NY	10010	USA
A 107 RENTALS LLC			2641 N FLAMINGO RD 304N	SUNRISE	FL	33323	USA
ABEL GONZALEZ			7901 HISPANOLA AVE 605	NORTH BAY VILLAGE	FL	33141	USA
ACD INVESTMENT GROUP LLC			7901 HISPANOLA AVE 902	NORTH BAY VILLAGE	FL	33141	USA
ADDI PROPERTIES LLC			1000 VENETIAN WAY 1404	SOUTH BEACH	FL	33139	USA
ADEL ACEBAL SUAREZ	IVELISE SOLA FERNANDEZ		1800 79 STREET CSWY A307	NORTH BAY VILLAGE	FL	33141	USA
ADITYA TELLA			7901 HISPANOLA AVE 810	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN COSTAS			1865 79 STREET CSWY #6D	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN ILCHITZKY			1865 79 STREET CSWY #10K	NORTH BAY VILLAGE	FL	33141	USA
ADRIANA CAMPA LOPEZ			1865 79 STREET CSWY PH H	NORTH BAY VILLAGE	FL	33141	USA
AJIT BAINS			102 ASPEN DR	WEST WINDSOR	NJ	08550	USA
AKAY LLC	C/O SELOGERAMIAMI		301 ARTHUR GODFREY RD	MIAMI BEACH	FL	33140	USA
ALBERTO VILLEGAS LE	REM JOSE RAFAEL CASTILLO RIVERA		7301 HARDING AVE 12	MIAMI BEACH	FL	33141	USA
ALEJANDRA GUEVARA			1865 79 STREET CSWY #7J	NORTH BAY VILLAGE	FL	33141	USA
ALEJANDRA SLATAPOLSKY	JAVIER GUSTAVO KITAIGORODSKY		3641 N 55 AVE	HOLLYWOOD	FL	33021	USA
ALEJANDRO MARTINEZ			1865 79 STREET CSWY 14A N	NORTH BAY VILLAGE	FL	33141	USA
ALEKSANDAR KOCMAR			162 ROSLYN PLACE	BLOOMINGDALE	IL	60108	USA
ALEX SCHRODER			133 NE 2 AVE #1901	MIAMI	FL	33132	USA
ALEX SCHRODER RIVERA			133 NE 2 AVE #1901	MIAMI	FL	33132	USA
ALEXANDER COVARRUBIAS			1865 79 STREET CSWY 3G	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRA MOLNAR			1865 79 STREET CSWY #12K	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRA WELCH			1700 KENNEDY CSWY #1708	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRE REMY	JENNIFER SCHONWETTER		7901 HISPANOLA AVE #1610	NORTH BAY VILLAGE	FL	33141	USA
ALICE DE MELLO KROFF BRAZAO			1700 KENNEDY CSWY #1811	NORTH BAY VILLAGE	FL	33141	USA
ALICIA M VALDIVIESO LE	REM STEPHANIE V PEREIRA LIMA	REM RENATA V PEREIRA LIMA	1523 BLUE RD	CORAL GABLES	FL	33146	USA
ALLIVEL M CHETTY			1865 79 STREET CSWY #15C	NORTH BAY VILLAGE	FL	33141	USA
ALTAGRACIA MUNOZ &H ORLANDO			17960 NW 68 AVE UNIT 22	MIAMI	FL	33015	USA
AMANDA NUNES			469 ILLINGTON RD	OSSINING	NY	10562-1005	USA
AMAURI DA MOTA	MARIA CRISTINA DA SILVA		1865 79 STREET CSWY 10I	NORTH BAY VILLAGE	FL	33141	USA
AMBER HELM			20 TORTUGA CAY	ALISO VIEJO	CA	92656	USA
AMIT BANERJEE	DENISE M BANERJEE		2201 BRENTFORD ST	LANCASTER	PA	17601-5609	USA
ANA CAIRNS			7901 HISPANOLA AVE 2002	NORTH BAY VILLAGE	FL	33141	USA
ANA ISABEL MATA			1790 79 ST CSWY B110	NORTH BAY VILLAGE	FL	33141	USA
ANA TEJEIRO	NELSON TEJEIRO		1770 79 ST CSWY #D-102	NORTH BAY VILLAGE	FL	33141	USA
ANA TERESA TAMBINI TRS	ANA TERESA TAMBINI LIVING TRUST		6800 SW 63 ST	SOUTH MIAMI	FL	33143	USA
ANDREW ROY LOIACONO			32A WESTLAND ST	METHUEN	MA	01844	USA
ANDROMACHI KAMVYSELLI	PETROS PYROVOLAKIS		7901 HISPANOLA AVE 1802	NORTH BAY VILLAGE	FL	33141	USA
ANDYS MEJIAS BAUJIN			1780 79 STREET CSWY C203	NORTH BAY VILLAGE	FL	33141	USA
ANGEL RODRIGUEZ	MIRIAM RODRIGUEZ		18 PLUM COURT	HIGHLAND MILLS	NY	10930	USA
ANGEL W GARCIA VILORIA			1770 79 STREET CSWY UNIT D115	NORTH BAY VILLAGE	FL	33141	USA
ANGELA MARIA PARRA	JOHN FLICKINGER		7901 HISPANOLA AVE 1405	NORTH BAY VILLAGE	FL	33141	USA
ANIBAL MORGADO	CLARIVEL MORGADO		1865 79 STREET CSWY 12I	NORTH BAY VILLAGE	FL	33141	USA

ANITA SAU FUN NG			7901 HISPANOLA AVE #1909	NORTH BAY VILLAGE	FL	33141	USA
ANNIA DE JESUS COBO			2005 55 AVE	VERO BEACH	FL	32966	USA
ANTONIO FERNANDEZ			1865 79 STREET CSWY #7O	NORTH BAY VILLAGE	FL	33141	USA
ANTONIO LONARDO	LIDIA COLOMBO		7901 HISPANOLA AVE 1011	NORTH BAY VILLAGE	FL	33141	USA
ANUSH DAWIDJAN LE	REM TARA LEIGH DAWIDJAN		7901 HISPANOLA AVE 1509	NORTH BAY VILLAGE	FL	33141	USA
ARBEE HOLDINGS ASSET INC			7901 HISPANOLA AVE #1805	NORTH BAY VILLAGE	FL	33141	USA
ARNOBIO FREIRE & MARCOS FREIRE &	MARCELO FREIRE		1700 KENNEDY CSWY #907	NORTH BAY VILLAGE	FL	33141	USA
ATAL PROP INC	C/O MARSHALL WATSON PA		1865 79 STREET CSWY #11F	NORTH BAY VILLAGE	FL	33141	USA
AUGUSTO M PENA			1800 79 ST CSWY A304	NORTH BAY VILLAGE	FL	33141	USA
AUGUSTO RAMIREZ			1865 79 STREET CSWY #12N	NORTH BAY VILLAGE	FL	33141	USA
B 202 RENTALS LLC			2641 N FLAMINGO RD 304N	SUNRISE	FL	33323	USA
B AND B JACK LLC			413 NE 191 ST STE 205	MIAMI	FL	33179	USA
BAILA ARONOVSKI LE	REM MAURO ARONOVSKI	REM ARNALDO ARONOVSKI	1865 79 STREET CSWY #10A	NORTH BAY VILLAGE	FL	33141	USA
BARBARA D BRENZINI DE VAZQUEZ			7901 HISPANOLA AVE 1501	NORTH BAY VILLAGE	FL	33141	USA
BARBARA ROSS LE	REM JEROME MILLER	REM RENEE MILLER	7901 HISPANOLA AVE UNIT 1609	NORTH BAY VILLAGE	FL	33141	USA
BELISA MORILLO			7901 HISPANOLA AVE #1903	NORTH BAY VILLAGE	FL	33141	USA
BENEDETTA INVERSIONES LLC			150 SE 2 AVE 1408	MIAMI	FL	33131	USA
BERNARDO BURSTEIN	EVA MARIA BURSTEIN		1865 79 STREET CSWY #6E	NORTH BAY VILLAGE	FL	33141	USA
BERTHA CAMINERO			1790 79 STREET CSWY #B208	NORTH BAY VILLAGE	FL	33141	USA
BLANCA E PAZ			1800 79 STREET CSWY #A205	NORTH BAY VILLAGE	FL	33141	USA
BLANCA E PAZ &	NIDIA E REYES JTRS		1790 79 STREET CSWY #B104	NORTH BAY VILLAGE	FL	33141	USA
BLED LLC			500 S POINTE DR STE 230	MIAMI BEACH	FL	33139	USA
BLUE DORILAND LLC			8 THE GREEN A	DOVER	DE	19901	USA
BOJAN PUSONJA			21 E HURON ST 2404	CHICAGO	IL	60611	USA
BOM CAMINHO LLC			1865 79 STREET CSWY UNIT 6K	NORTH BAY VILLAGE	FL	33141	USA
BOZO I LLC			101 HUDSON ST 25 FL	JERSEY CITY	NJ	07302	USA
BRAD E FRYAR			1865 79 STREET CSWY 6C	NORTH BAY VILLAGE	FL	33141	USA
BRENDA CAROL LAMBETH	LARRY J THORSON		7901 HISPANOLA AVE #1706	NORTH BAY VILLAGE	FL	33141	USA
BRITNEY BENJAMIN			1865 79 STREET CSWY 2K	NORTH BAY VILLAGE	FL	33141	USA
BRUNO TOLEDO MARINO			1865 79 STREET CSWY PHC	NORTH BAY VILLAGE	FL	33141	USA
CAMRON MURPHY			7901 HISPANOLA AVE 704	NORTH BAY VILLAGE	FL	33141	USA
CARLOS A RIVERO			1780 79 STREET CSWY #C306	NORTH BAY VILLAGE	FL	33141	USA
CARLOS ALVAREZ			1865 79 STREET CSWY #16B	NORTH BAY VILLAGE	FL	33141	USA
CARLOS S OLIVA LE	JEANNE GIORDANO OLIVA LE	REM DIANA OLIVA ALVAREZ	11112 GRIFFING BLVD	BISCAYNE PARK	FL	33161	USA
CARMEN A NARANJO LE	REM LUIS NARANJO		1770 79 STREET CSWY #D201	NORTH BAY VILLAGE	FL	33141	USA
CAROLINA GOMEZ			1865 79 ST CSWY 5L	NORTH BAY VILLAGE	FL	33141	USA
CASCOS HOMES LLC			2020 NE 163 ST 300D	MIAMI	FL	33162	USA
CATALINA INVESTMENTS LLC			5951 ALTON RD	MIAMI BEACH	FL	33140	USA
CAUE YAMADA FERREIRA			1700 KENNEDY CSWY #1209	NORTH BAY VILLAGE	FL	33141	USA
CESAR IZTURIS			7901 HISPANOLA AVE #607	NORTH BAY VILLAGE	FL	33141	USA
CHECK C ENG TRS	CHECK C AND ONEIDA B ENG FAMILY	WEALTH TRUST	8704 RAYBURN RD	BETHESDA	MD	20817	USA
CHERBER HOLDINGS INC			2775 NE 187 ST #124	AVENTURA	FL	33180	USA
CHRISTIAN A JAIME	MARITZA JAIME		1770 79 STREET CSWY D304	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER LEACOCK			7901 HISPANOLA AVE 1111	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER SMITH			7901 HISPANOLA AVE #1107	NORTH BAY VILLAGE	FL	33141	USA
CINTHIA TAICH			1801 S TREASURE DR 429	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALAVREZ	SANDRA GARCIA PARDO		1865 79 ST CSWY 9K	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALVAREZ			7928 WEST DR #PH3	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIO NAPOLITANO			9755 NW 52 ST APT 503	DORAL	FL	33178	USA
CLAUDIO SALA	RALUCA VASILICA IFTIME		2600 SW 27 AVE 508	MIAMI	FL	33133	USA
CLUP FLIPPER MIAMI LLC			7901 HISPANOLA AVE 1502	NORTH BAY VILLAGE	FL	33141	USA

COCARI LLC			1925 BRICKELL AVE #D2001	MIAMI	FL	33129	USA
CONCEPCION CUESTA 1			655 E 45 ST	HIALEAH	FL	33013-1921	USA
CONCORDIA REAL ESTATE LLC			650 NW 180 TER 103	PEMBROKE PINES	FL	33029	USA
CONSUELO PEREZ			1790 79 STREET CSWY B106	NORTH BAY VILLAGE	FL	33141	USA
CORALIA CUESTA			1865 79 STREET CSWY #5M	NORTH BAY VILLAGE	FL	33141	USA
COREY M NARSON	TODD M NARSON		7901 HISPANOLA AVE 602	NORTH BAY VILLAGE	FL	33141	USA
DALTON HABITAT INC			750 NE 63 ST #B 514	MIAMI	FL	33138	USA
DANIEL BLANARU	PHYLLIS TASHJIAN BLANARU		7901 HISPANOLA AVE 601	NORTH BAY VILLAGE	FL	33141	USA
DANIEL GONZALEZ			7901 HISPANOLA AVE 811	NORTH BAY VILLAGE	FL	33141	USA
DANIEL MAX AZICRI &W HELEN			541 EAST PARK AVE	LONG BEACH	NY	11561	USA
DANIELA C MONTANA			1770 79 STREET CSWY D212	NORTH BAY VILLAGE	FL	33141	USA
DAO RENTALS OF MIAMI INC			18520 NW 67 AVE STE 121	MIAMI	FL	33015	USA
DASMARY CRUZ ORTIZ	DAILEN ALVAREZ		1865 79 STREET CSWY 7D	NORTH BAY VILLAGE	FL	33141	USA
DAVID ANGEL AROCHO	AMANDA VICTORIA MORAN		953 OLYMPIA BLVD	STATEN ISLAND	NY	10306	USA
DAVID G TARR	LINDA H TARR		7901 HISPANOLA AVE 1102	NORTH BAY VILLAGE	FL	33141	USA
DAVID MARTINEZ			1770 79 STREET CSWY D109	NORTH BAY VILLAGE	FL	33141	USA
DAVID PANIAGUA &W ELIZABETH			1865 79 STREET CSWY #7H	NORTH BAY VILLAGE	FL	33141	USA
DAVIDE PACELLA			7901 HISPANOLA AVE 1211	NORTH BAY VILLAGE	FL	33141	USA
DAWN GARCEN			1865 79 STREET CSWY PH O	NORTH BAY VILLAGE	FL	33141	USA
DEANNA SHIFRIN	ROBIN BUCKNER		7901 HISPANOLA AVE 1704	NORTH BAY VILLAGE	FL	33141	USA
DEBORAH NEWCOMB			11722 CHANTICLEER CT	PENSACOLA	FL	32507-9166	USA
DEBRA BARRIENTOS	JULIO DANIEL DIAZ		1790 79 STREET CSWY B207	NORTH BAY VILLAGE	FL	33141	USA
DEBRA BARRIENTOS	JULIO DIAZ		7533 ADVENTURE AVE	NORTH BAY VILLAGE	FL	33141	USA
DIANA FRANCO			1865 79 STREET CSWY #5K	NORTH BAY VILLAGE	FL	33141	USA
DIANA M MENDEZ			9020 NE 8 AVE UNIT 1J	MIAMI SHORES	FL	33138	USA
DIMITRI HAACKE			7901 HISPANOLA AVE #1002	NORTH BAY VILLAGE	FL	33141	USA
DINA JACK KHAYYAT TRS	DINA JACK KHAYYAT REV TRUST		7928 WEST DR 911	NORTH BAY VILLAGE	FL	33141	USA
DIONICIA MABEL ARIAS			1865 79 STREET CSWY 1N	NORTH BAY VILLAGE	FL	33141	USA
DJIBOUTI LLC			701 BRICKELL AVE #2040	MIAMI	FL	33131	USA
DLJ MORTGAGE CAPITAL INC			3900 CAPITAL CITY BLVD	LANSING	MI	48906	USA
DORA C PEREZ			15606 SW 63 TERR	MIAMI	FL	33193-2802	USA
DORIS JOSEFINA NAVA DE LAGUNA			31 MOHAWK DR	UNIONVILLE	CT	06085	USA
DYLAS PROPERTY MANAGEMENT LLC			16518 FORESTLAKE DR	TAMPA	FL	33624	USA
DYNASTIC INTERNATIONAL LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
EDILENE SILLER			1770 79 STREET CSWY #D303	NORTH BAY VILLAGE	FL	33141	USA
EDWARD BARLETTA TRS	EDWARD BARLETTA REVOCABLE TR	MARIA R BARLETTA	1605 BAY DR	MIAMI BEACH	FL	33141	USA
EDWIN PAUL MONTEIRO JR			1865 79 STREET CSWY 11J	NORTH BAY VILLAGE	FL	33141	USA
EFREM PALMER			7901 HISPANOLA AVE 1707	NORTH BAY VILLAGE	FL	33141	USA
EL ARROYITO LLC			1865 79 STREET CSWY 10L	NORTH BAY VILLAGE	FL	33141	USA
EL ARROYITO LLC			1865 79 STREET CSWY #4B	NORTH BAY VILLAGE	FL	33141	USA
ELINOR HARRIS LE	REM ROSLIN PERICH		1790 79 STREET CSWY B303	NORTH BAY VILLAGE	FL	33141	USA
ELIZABETH G ABRAHAM			1865 79 STREET CSWY 7N	NORTH BAY VILLAGE	FL	33141	USA
ELSI ALAVA TRS	ALAVA FAMILY REVOCABLE TRUST		1780 79 STREET CSWY C302	NORTH BAY VILLAGE	FL	33141	USA
ENRIQUE IVAN MONSALVE TRS	THE MONSALVE RESTREPO RAMOS	FAMILY REVOCABLE TRUST	1087 BRYANT WAY	SUNNYVALE	CA	94087	USA
ERIKA DIANA SPACCAROTELLA			2707 NE 164 ST	N MIAMI BEACH	FL	33160-4002	USA
ERIN MOHRES			1865 79 STREET CSWY #6G	NORTH BAY VILLAGE	FL	33141	USA
ERNEST GAMBARO	MONICA GAMBARO		5550 LAGORCE DR	MIAMI BEACH	FL	33140	USA
ERNEST U GAMBARO			1700 KENNEDY CSWY #1908	NORTH BAY VILLAGE	FL	33141	USA
ERNESTO K ORDONEZ			1865 79 STREET CSWY APT 4A	NORTH BAY VILLAGE	FL	33141	USA
ERNESTO ZAMORA			1800 79 STREET CSWY #A309	NORTH BAY VILLAGE	FL	33141	USA
ESPEJAIME INVERSIONES INC			1865 79 STREET CSWY UNIT 12D	NORTH BAY VILLAGE	FL	33141	USA

ESPERANZA JAHRMARKT			7901 HISPANOLA AVE 2006	NORTH BAY VILLAGE	FL	33141	USA
EST OF MARIA E OCAMPO			1790 79 ST CSWY APT B306	NORTH BAY VILLAGE	FL	33141	USA
ESTHER J CARDONA			1865 79 STREET CSWY #15H	NORTH BAY VILLAGE	FL	33141	USA
ESTHER PERCAL LE	REM CARLOS RAMON FERNANDEZ		6330 PINETREE DR	MIAMI BEACH	FL	33141	USA
ESTMO LLC			1865 79 STREET CSWY #14D	NORTH BAY VILLAGE	FL	33141	USA
EUGENE CIOFFI			1865 79 STREET CSWY #11 I	NORTH BAY VILLAGE	FL	33141	USA
EUGENIO S LOPEZ			10780 SW 88 ST #E-15	MIAMI	FL	33176	USA
EULALIA ESCORCIA			1865 79 STREET CSWY 8H	NORTH BAY VILLAGE	FL	33141	USA
EUNICE W LARA			1865 79 STREET CSWY #1G	NORTH BAY VILLAGE	FL	33141	USA
EVA EXPOSITO			1865 79 STREET CSWY #7M	NORTH BAY VILLAGE	FL	33141	USA
EVANGELINA BALMORI			120 CONFEDERATE AVE	DANVILLE	VA	24541	USA
EVELIO HORTA JR			1865 79 STREET CSWY #6I	NORTH BAY VILLAGE	FL	33141	USA
EVELYN TIEDEMANN			369 MAHOGANY DR	KEY LARGO	FL	33037	USA
EZEBEL LLC			304 INDIAN TRACE #507	WESTON	FL	33326	USA
FABIAN BENITO	JACQUELINA M CASADIDIO		42 GOLFVIEW CT	ROTON DE WEST	FL	33947	USA
FABIO DENTINO			1780 79 STREET CSWY #C 104	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO ZAMORA			1800 79 STREET CSWY A208	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO ZAMORA			1800 79 STREET CSWY #A311	NORTH BAY VILLAGE	FL	33141	USA
FERMIN L DE VALES			7524 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
FIMAR INVEST INC			21125 NE 3 CT	MIAMI	FL	33179	USA
FLAVIO LAURENT & DIANA HOYOS			1865 79 STREET CSWY #4J	NORTH BAY VILLAGE	FL	33141	USA
FLOR MARIA SOLANO	JULIA ISABEL PENA		1790 79 STREET CSWY #B301	NORTH BAY VILLAGE	FL	33141	USA
FLORA LUISA HEREU	SANDRA PEREZ		1865 79 STREET CSWY 16H	NORTH BAY VILLAGE	FL	33141	USA
FRANCISCO A ALVAREZ	ROSENDO A ALVAREZ		8004 NW 154 ST #298	MIAMI LAKES	FL	33016	USA
FRANCISCO ALMEIDA &W	MARIA F ALMEIDA		1865 79 STREET CSWY #4H	NORTH BAY VILLAGE	FL	33141	USA
FRANCISCO J ALTUNA			1770 79 STREET CSWY #D111	NORTH BAY VILLAGE	FL	33141	USA
FRANK PEREZ GONZALEZ			1770 79 STREET CSWY D314	NORTH BAY VILLAGE	FL	33141	USA
FREDERIC AND BRICE LLC			1865 79 STREET CSWY 6J	NORTH BAY VILLAGE	FL	33141	USA
FREDY AVISAI DIAZ	THAISME DIAZ		4200 MARYLAND CT	MIDDLETOWN	MD	21769	USA
FVZ L L C			3370 NE 190 ST #2813	AVENTURA	FL	33180	USA
GABRIEL BARBAT	ANA DOMINGUEZ		2655 COLLINS AVE #2108	MIAMI BEACH	FL	33140	USA
GABRIEL BARBAT	ANA DOMINGUEZ		1800 79 STREET CSWY #A202	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL CAROLI			1770 79 STREET CSWY D307	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL CAROLI VARGAS			1770 79 STREET CSWY D307	NORTH BAY VILLAGE	FL	33141	USA
GABRIELA ESTHER DEPILLIS			8000 WEST DR 605	NORTH BAY VILLAGE	FL	33141	USA
GABRIELA HEMMERDE VECCO			5750 COLLINS AVE APT 4B	MIAMI BEACH	FL	33140	USA
GAIL M SOLIS	IVAN SOLIA		110 SEAVER CIRCLE	BRIDGEPORT	CT	06606	USA
GENNARO PULEO			1780 79 STREET CSWY APT C211	NORTH BAY VILLAGE	FL	33141	USA
GEORGE KALIL III			9200 SW 212 TER	CUTLER BAY	FL	33189-3832	USA
GEORGE MCMILLIAN &W MARGARET			100 S BIRCH ROAD #1906	FORT LAUDERDALE	FL	33316	USA
GERARDO ALVAREZ &W PAULA &	RAFAEL ALVAREZ		2930 POINT EAST DR #E505	AVENTURA	FL	33160-2685	USA
GERARDO ALVAREZ &W PAULA LE	REM RAFAEL ALVAREZ		2930 POINT EAST DR #E505	NO MIAMI BEACH	FL	33160-2685	USA
GG DEVELOPMENT & INVESTMENT LLC			1200 WEST AVE PH 14	MIAMI BEACH	FL	33139	USA
GIGI LAND INC			3 FAIRLAWN DR	DEER PARK	NY	11729	USA
GILBERTO SANCHEZ &W BEATRIZ			1865 79 STREET CSWY #9M	NORTH BAY VILLAGE	FL	33141	USA
GINA HICKEY			1700 KENNEDY CSWY #1207	NORTH BAY VILLAGE	FL	33141	USA
GIOVANNI TUMMOLILLO	BERTHA ELENA TUMMOLILLO		7901 HISPANOLA AVE 711	NORTH BAY VILLAGE	FL	33141	USA
GISELA PEREZ			1790 79 STREET CSWY B 305	NORTH BAY VILLAGE	FL	33141	USA
GISELE BEAUVOIR			1865 79 STREET CSWY #12M	NORTH BAY VILLAGE	FL	33141	USA
GLADYS LOPEZ-TRIGO			70 SHORE DR WEST	MIAMI	FL	33133	USA
GLENN S (EST OF) & VIOLET SAMBERG			1770 79 STREET CSWY #D202	NORTH BAY VILLAGE	FL	33141	USA

GLOBAL INVESTMENT AND	ASSOCIATES LLC		311 9 ST	HALLANDALE BEACH	FL	33009	USA
GLORIA C RESTREPO			1800 79 ST CSWY A302	NORTH BAY VILLAGE	FL	33141	USA
GOLDEN SEA RTM LLC			1865 79 STREET CSWY 2L	NORTH BAY VILLAGE	FL	33141	USA
GOOD HOMES USA GROUP INC			1800 79 STREET CSWY A207	NORTH BAY VILLAGE	FL	33141	USA
GORAN CUK			7901 HISPANOLA AVE UNIT 1401	NORTH BAY VILLAGE	FL	33141	USA
GREGORY DANENBERG			215 E 95 ST #34H	NEW YORK	NY	10128	USA
GREGORY HOFFMAN			16395 BISCAYNE BLVD #1805	NORTH MIAMI BEACH	FL	33160	USA
GREY HOLDINGS INC			2775 NE 187 ST #124	AVENTURA	FL	33180	USA
GUILLERMO FERNANDEZ			2771 VILLAGE GREEN DR	MIAMI	FL	33175-2359	USA
GUILLERMO GARCIA &W MARICELA			1710 S TREASURE DR	NORTH BAY VILLAGE	FL	33141	USA
GUSTAVO ADOLFO BALMACEDA			7901 HISPANOLA AVE 1009	NORTH BAY VILLAGE	FL	33141	USA
GUSTAVO QUINTINI LE	REM ANTONIETA AVELEDO		7901 HISPANOLA AVE #709	NORTH BAY VILLAGE	FL	33141	USA
HARCHER BATRAVIL			7901 HISPANOLA AVE 706	NORTH BAY VILLAGE	FL	33141	USA
HECTOR HUGO DELLA GIOVANNA			1865 79 ST CSWY	NORTH BAY VILLAGE	FL	33141	USA
HECTOR J MORENO LE	REM BARBARA MORENO		6423 COLLINS AVE #610	MIAMI BEACH	FL	33141	USA
HELTON ORTIZ BARBOSA			1865 79 STREET CSWY APT 12B	NORTH BAY VILLAGE	FL	33141	USA
HENRY SPRING JR			7901 HISPANOLA AVE APT 1507	NORTH BAY VILLAGE	FL	33141	USA
HERNAN CARLOS GREVE			7901 HISPANOLA AVE 912	NORTH BAY VILLAGE	FL	33141	USA
HIDRO CIVIL INDUSTRIAS LLC			1700 KENNEDY CSWY #1611	NORTH BAY VILLAGE	FL	33141	USA
HLB 2 PROPERTIES LLC			15935 NW 82 CT	MIAMI LAKES	FL	33016	USA
IA LOVE LLC			7928 EAST DR UNIT 904	NORTH BAY VILLAGE	FL	33141	USA
IGNACIO MAGAN SANCHEZ	MARIA EUGENIA MADRIZ HERNANDEZ		1865 79 STREET CSWY PHN	NORTH BAY VILLAGE	FL	33141	USA
IK 91015A LLC			1150 KANE CONCOURSE 2FL	BAY HARBOR ISLANDS	FL	33154	USA
ILEANA A PEREZ			1800 79 STREET CSWY #A103	NORTH BAY VILLAGE	FL	33141	USA
ILIYA KHRAMOV LE	REM ANTON KHRAMOV		7901 HISPANOLA AVE 1412	NORTH BAY VILLAGE	FL	33141	USA
INGRID E MASON			1865 79 ST CSWY #14J	NORTH BAY VILLAGE	FL	33141	USA
ISAAC ROMAN			1780 79 STREET CSWY C20	NORTH BAY VILLAGE	FL	33141	USA
ISRAEL & ESTER SANTA MARIA			1865 79 STREET CSWY #2M	NORTH BAY VILLAGE	FL	33141	USA
ISRAEL DANIEL SULTAN	ROSELYNE SULTAN		7901 HISPANOLA AVE 1912	NORTH BAY VILLAGE	FL	33141	USA
IVAN BURGUENO	OLGA LOPEZ		1865 79 STREET CSWY 15E	NORTH BAY VILLAGE	FL	33141	USA
IVAN MORALES &W DAYAMI			1770 79 STREET CSWY #D101	NORTH BAY VILLAGE	FL	33141	USA
IVENS CORPORATION			800 71 ST #2 FLOOR	MIAMI BEACH	FL	33141	USA
IVETTE DELGADO			1024 NE 144 ST	MIAMI	FL	33161	USA
IVETTE DELGADO			7601 E TREASURE DR PH 118	NORTH BAY VILLAGE	FL	33141	USA
IVETTE WEDDLE	ROY WEDDLE		7901 HISPANOLA AVE #1807	NORTH BAY VILLAGE	FL	33141	USA
JAIME BAKER			34 41 85 ST 4M	FLUSHING	NY	11372	USA
JAMES FRENCH			1865 79 STREET CSWY PH-I	NORTH BAY VILLAGE	FL	33141	USA
JAMES GLANTZ			7901 HISPANOLA AVE 2011	NORTH BAY VILLAGE	FL	33141	USA
JAMIE M ARDEN			7901 HISPANOLA AVE 1410	NORTH BAY VILLAGE	FL	33141	USA
JAVIER ALBERTO ROMANO	PATRICIA MARIA ROMANO		7901 HISPANOLA AVE APT 1001	NORTH BAY VILLAGE	FL	33141	USA
JAVIER MORERA			3801 NE 170 ST #A-5	NORTH MIAMI BEACH	FL	33160-3169	USA
JAY ASHKANOZY			1865 79 ST CSWY #12-F	NORTH BAY VILLAGE	FL	33141	USA
JEAN ANDREE REJAS	HEYDY ALEJANDRA REJAS		7951 NE BAYSHORE CT #1402	MIAMI	FL	33138	USA
JEAN MICHEL DAVID WUETHRICH LE	REM JEAN M DAVID WUETHRICH TRS	REM JEAN M DAVID WUETHRICH LIV TR	7901 HISPANOLA AVE 2008	NORTH BAY VILLAGE	FL	33141	USA
JEFFREY A KATZ			21500 HALBURTON ROAD	BEACHWOOD	OH	44122	USA
JENNIEKE G ASTOR			1865 79 ST CSWY 3H	NORTH BAY VILLAGE	FL	33141	USA
JENNY RONDON			1770 79 STREET CSWY #D305	NORTH BAY VILLAGE	FL	33141	USA
JITENDRA SOOKLALL			369 DEER PARK ROAD	DIX HILLS	NY	11746	USA
JOAQUIN VIRUE LE	ROSA M VIRUE LE	REM CONCEPCION RABINOVICH	428 NE 90 ST	EL PORTAL	FL	33138	USA
JOEL BARRY MARGOLIS			1780 79 ST CSWY #314 BLDG C	NORTH BAY VILLAGE	FL	33141	USA
JOEL HOLTZMAN			1865 79 STREET CSWY #6A	NORTH BAY VILLAGE	FL	33141	USA

JOEL LUBIN			7901 HISPANOLA AVE UNIT 1705	NORTH BAY VILLAGE	FL	33141	USA
JOEL M ELLISON			5500 COLLINS AVE APT 402	MIAMI BEACH	FL	33140-5530	USA
JOEL WEITZMAN			166-42 22ND	WHITESTONE	NY	11357	USA
JOHANNY FERREIRA	RUBEN RABINO		1731 ANNANDALE CIR	ROYAL PALM BEACH	FL	33411	USA
JOHN PARDI &W	GLADYS PARDI		1700 KENNEDY CSWY #1711	NORTH BAY VILLAGE	FL	33181	USA
JOHN PARDI TRS	JOHN PARDI REVOCABLE TR		7901 HISPANOLA AVE 1711	NORTH BAY VILLAGE	FL	33141	USA
JOHN SAKAL			7901 HISPANOLA AVE 1112	NORTH BAY VILLAGE	FL	33141	USA
JORGE L BRITO	LIANEL M BRITO		186 NORMANDY DR	TAVERNIER	FL	33070	USA
JOSE DEL RIO	MARIA GAITAN		9440 W FLAGLER ST #105	MIAMI	FL	33174	USA
JOSE R PINTO			1790 79 STREET CSWY #B203	NORTH BAY VILLAGE	FL	33141	USA
JOSE VALERA			1865 79 STREET CSWY 9N	NORTH BAY VILLAGE	FL	33141	USA
JOSE VALVERDE LE	MYRA ALEIDA GREGORIO LE	REM JORGE GOMEZ	1865 79 STREET CSWY 4M	NORTH BAY VILLAGE	FL	33141	USA
JOSELY BARRIAL			1865 79 STREET CSWY #4F	NORTH BAY VILLAGE	FL	33141	USA
JOSEPH M GRECO			7516 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
JUAN C PEREZ			1568 NORMANDY DR	MIAMI BEACH	FL	33141	USA
JUAN DAVID HERNANDEZ	NATALIA BOLIVAR		1865 79 STREET CSWY 8N	NORTH BAY VILLAGE	FL	33141	USA
JUAN DIEGO PINTO	VANESSA BENTUE JACCOUD		7901 HISPANOLA AVE UNIT 1709	NORTH BAY VILLAGE	FL	33141	USA
JUAN JOSE CASAIS			1700 KENNEDY CSWY #1701	NORTH BAY VILLAGE	FL	33140	USA
JUANA PEREZ			3822 NW 58 CT	VIRGINIA GARDENS	FL	33166	USA
JUDITH LOIS DRESDEN LOFT TRS	JUDITH L DRESDEN LOFT FAM TR		7901 HISPANOLA AVE 802	NORTH BAY VILLAGE	FL	33141	USA
JULDIN LLC			333 N SHORE DR	MIAMI BEACH	FL	33141	USA
JULIO LLONA & MARIA E BENAGLIA			1865-79 ST CSWY #5A	NORTH BAY VILLAGE	FL	33141	USA
KAREL DIAZ REYES	ANNEYD AVALOS PENA		7901 HISPANOLA AVE 1803	NORTH BAY VILLAGE	FL	33141	USA
KARLA C DOS SANTOS			7901 HISPANOLA AVE #2007	NORTH BAY VILLAGE	FL	33141	USA
KEITH B MCKENZIE			1700 KENNEDY CSWY #2003	NORTH BAY VILLAGE	FL	33141	USA
KEITH T FORRESTER	SHARON MERRIL FORRESTER		7901 HISPANOLA AVE APT 1106	NORTH BAY VILLAGE	FL	33141	USA
KELLIE PETERSON			5620 SW 119 AVE	COOPER CITY	FL	33330-3351	USA
KELLY ANN LOMANGINO			1780 79 STREET CSWY C210	NORTH BAY VILLAGE	FL	33141	USA
KENDRA FLORES BATINEH			1865 79 STREET CSWY 1-I	NORTH BAY VILLAGE	FL	33141	USA
KENNEDY HOUSE CONDO HOLDINGS LLC			5121 SW 87 AVE	MIAMI	FL	33165	USA
KENNETH PEREZ			601 NW 208 CIR	PEMBROKE PINES	FL	33029-2136	USA
KERRY ALLEN			1700 KENNEDY CSWY 1010	NORTH BAY VILLAGE	FL	33141	USA
KEVIN COLIN	CYNTHIA COLIN		7901 HISPANOLA AVE 1101	NORTH BAY VILLAGE	FL	33141	USA
KEY OCEAN LLC			13899 BISCAYNE BLVD STE 222	NORTH MIAMI BEACH	FL	33181	USA
KFG PROPERTIES LLC			16 CLOVERFIELD DR	LOUDONVILLE	NY	12211	USA
KIAN WONG			7901 HISPANOLA AVE 603	NORTH BAY VILLAGE	FL	33141	USA
KIM CAIRINS	VALENTINA CAIRINS		7901 HISPANOLA AVE 608	NORTH BAY VILLAGE	FL	33141	USA
KK 16 LLC			1150 KANE CONCOURSE 2ND FLR	BAY HARBOR ISLANDS	FL	33154	USA
KRISTIANI LINS			1865 79 STREET CSWY 16K	NORTH BAY VILLAGE	FL	33141	USA
KUNIOKA INVESTMENTS LLC			2200 NE 33 AVE 15K	FORT LAUDERDALE	FL	33305	USA
LAMBROS REAL ESTATE LLC			7901 HISPANOLA AVE 1905	NORTH BAY VILLAGE	FL	33141	USA
LEONARDO D SCHIAFFINO	OSVALDO SCHIAFFINO	DIONIGI DAMIAN SCHIAFFINO	1820 SW 2 AVE	MIAMI	FL	33129	USA
LEONARDO DAVID SCHIAFFINO			1770 79 STREET CSWY #D311	NORTH BAY VILLAGE	FL	33141	USA
LEONEL D CAMACHO	MARIA E CAMACHO		1700 KENNEDY CSWY #1105	NORTH BAY VILLAGE	FL	33141	USA
LEONEL D CAMACHO	MARIA E CAMACHO		7901 HISPANOLA AVE #1105	NORTH BAY VILLAGE	FL	33141	USA
LEONILA URREGO			1770 79 ST CSWY APT D309	NORTH BAY VILLAGE	FL	33141	USA
LEONOR E ALBORNOZ LINARES			1549 NE 110 ST	MIAMI	FL	33161	USA
LEXI 2009 LLC			304 INDIAN TRACE #507	WESTON	FL	33326	USA
LEXI 708 LLC			7901 HISPANOLA AVE 2008	NORTH BAY VILLAGE	FL	33141	USA
LEXI DEVELOPMENT CO INC			7301 SW 57 CR STE 565	SOUTH MIAMI	FL	33143	USA
LEYLA GOMEZ	RAFAEL COMENSANA		1865 79 STREET CSWY 6M	NORTH BAY VILLAGE	FL	33141	USA

LEYLA GOMEZ	RAFAEL COMESANA		1865 79 STREET CSWY 14L	NORTH BAY VILLAGE	FL	33141	USA
LIGHT777 LLC			1770 79 ST CSWY #D310	NORTH BAY VILLAGE	FL	33141	USA
LILIANA P DODD			1865 79 STREET CSWY 11A	NORTH BAY VILLAGE	FL	33141	USA
LISA HALLORAN			7935 EAST DR 404	NORTH BAY VILLAGE	FL	33141	USA
LOHM PROPERTIES INC			20621 NE 7 CT	MIAMI	FL	33179	USA
LOLISCO LLC			8500 W FLAGLER ST STE B 209	MIAMI	FL	33144	USA
LORENA P GUARDAMAGNA			1700 KENNEDY CSWY #701	NORTH BAY VILLAGE	FL	33141	USA
LOURDES Z MENESES	YOLANDA MENESES		105 SW 96 CT #A	MIAMI	FL	33174-2000	USA
LUCIA BOVIO			1865 79 STREET CSWY APT 6B	NORTH BAY VILLAGE	FL	33141	USA
LUCIANA D PAVAN			1700 KENNEDY CSWY UNIT 803	NORTH BAY VILLAGE	FL	33141	USA
LUCIANO P COTTINO ROUX			11010 NW 30 ST STE 104 CCS-14282	MIAMI	FL	33172-5032	USA
LUIS ALFONSO BORREGO JTRS	HERMAN LUIS PLASENCIA JTRS		8525 SW 68 ST	MIAMI	FL	33143-2437	USA
LUIS ALFONSO SOSA	MARISA ARTUS		7901 HISPANOLA AVE #905	NORTH BAY VILLAGE	FL	33141	USA
LUIS ALFREDO NARANJO	LORENA PATRICIA DRYDEN		1790 79 STREET CSWY B205	NORTH BAY VILLAGE	FL	33141	USA
LUIS ALFREDO NARANJO			3316 KEENLAND RD	MARIETTA	GA	30062	USA
LUIS ANDRES RITTER ZAMORA	CARLY VIVIANA ARIAS PARAVICINI		1865 79 STREET CSWY UNIT 3J	NORTH BAY VILLAGE	FL	33141	USA
LUIS FERNANDO TORO JTRS	PAOLA ANDREA TORO JTRS		7411 BEACHVIEW DR	NORTH BAY VILLAGE	FL	33141	USA
LUIZ B CANTO	MAURIEN L SOARES		1865 79 STREET CSWY #5E	NORTH BAY VILLAGE	FL	33141	USA
LURPIAZO LLC			6001 SW 70 ST 543	SOUTH MIAMI	FL	33143	USA
LYNNE MARY LANDAU			1700 KENNEDY CSWY #1408	NORTH BAY VILLAGE	FL	33141	USA
MAGALYS AMORES	ARMANDO AMORES		1790 79 STREET CSWY B304	NORTH BAY VILLAGE	FL	33141	USA
MAGDALENA CABRAL			1790 79 STREET CSWY APT B201	NORTH BAY VILLAGE	FL	33141	USA
MAICER IZTURIS			1700 KENNEDY CSWY #606	NORTH BAY VILLAGE	FL	33141	USA
MAISIE MARGUILES LE	REM DAVID DARCEY &W JANICE		12619 SHOAL CREEK TERR	BELTSVILLE	MD	20705	USA
MALCOLM L GONZALES			7901 HISPANOLA AVE 1504	NORTH BAY VILLAGE	FL	33141	USA
MALLORCA INVESTMENTS GROUP LLC			901 PONCE DE LEON BLVD STE 204	CORAL GABLES	FL	33134	USA
MANFRED KLAUS GROTH	LISET GROTH		7901 HISPANOLA AVE 1005	NORTH BAY VILLAGE	FL	33141	USA
MANUEL ANTUNA &W	SUZANNE BELL ANTUNA		7901 HISPANOLA AVE #1006	NORTH BAY VILLAGE	FL	33141	USA
MARCELO TERAN JR			1780 79 STREET CSWY C206	NORTH BAY VILLAGE	FL	33141	USA
MARCO SALOMONE			1865 79 STREET CSWY #5C	NORTH BAY VILLAGE	FL	33141	USA
MARCOS ANTONIO ESCANDELL			1141 FALCON AVE	MIAMI	FL	33166	USA
MARCOS DE ALBUQUERQUE	JOSEPH B PILERI		7901 HISPANOLA AVE 712	NORTH BAY VILLAGE	FL	33141	USA
MARIA DAVILA			521 SW 89 AVE	MIAMI	FL	33174-2451	USA
MARIA DE LOS ANGELES JONES			6900 BAY DR 6A	MIAMI BEACH	FL	33141	USA
MARIA DEL CARMEN ROZZO			1800 79 STREET CSWY #A306	NORTH BAY VILLAGE	FL	33141	USA
MARIA F & LILY GAITAN JTRS			9440 W FLAGLER ST #105	MIAMI	FL	33174	USA
MARIA FERNANDA GOMES LEAL			1865 79 STREET CSWY APT 4E	NORTH BAY VILLAGE	FL	33141	USA
MARIA FIORELLA BLANCO			1865 79 STREET CSWY 8G	NORTH BAY VILLAGE	FL	33141	USA
MARIA J FRIEDOPFER			1865 79 STREET CSWY #PHG	NORTH BAY VILLAGE	FL	33141	USA
MARIA MENDONCA FREITAS TRS	THE MARIA MENDONCA FREITAS REV TR		1865 79 STREET CSWY PHB	NORTH BAY VILLAGE	FL	33141	USA
MARIA PATRICIA OLIVARES			1780 79 STREET CSWY #C101	NORTH BAY VILLAGE	FL	33141	USA
MARIA V KRAUS			1865 79 STREET CSWY #6F	NORTH BAY VILLAGE	FL	33141	USA
MARIEL G LEMA			4354 SW 13 ST	MIAMI	FL	33134	USA
MARIO AVERHOFF LE	REM PAULA AVERHOFF		255 GALEN DR 3F	KEY BISCAYNE	FL	33149	USA
MARIO G MARTINEZ			1800-79 ST CSWY #A-101	NORTH BAY VILLAGE	FL	33141	USA
MARIO JULY KONG SAN RIVERA			1865 79 STREET CSWY 3I	NORTH BAY VILLAGE	FL	33141	USA
MARIO NIEDBALSKI	JOSE RAFAEL CASTILLO		1865 79 STREET CSWY #10E	NORTH BAY VILLAGE	FL	33141	USA
MARION & MONICA WOOD			PO BOX 11688	MARINA DEL REY	CA	90295	USA
MARISA ANAI ARTUS MARCHETTI	LUIS ALFONSO SOSA		7901 HISPANOLA AVE 908	NORTH BAY VILLAGE	FL	33141	USA
MARK JAY EISENBERGER TRS	MARC JAY EISENBERGER LIVING TRUST		365 OCEAN BLVD UNIT 204	LONG BRANCH	NJ	07740	USA
MARK TRACH			1865 79 STREET CSWY #11O	NORTH BAY VILLAGE	FL	33141	USA

MARLENE PORTUONDO			7540 BOUNTY AVE	NORTH BAY VILLAGE	FL	33141	USA
MARNIC LLC			3600 UNIVERSITY PARK LANE	IRVING	TX	75062	USA
MARTA HERNANDEZ LE	REM MARTA MARIA RUIZ		7200 MIAMI LAKEWAY S	MIAMI LAKES	FL	33015	USA
MARTHA BOYLE			1800 79 STREET CSWY #A110	NORTH BAY VILLAGE	FL	33141	USA
MARVIAL LLC			18628 SW 50 CT	MIRAMAR	FL	33029	USA
MARY CARMEN MARSICANO DE CASAIS			1700 KENNEDY CSWY #1503	NORTH BAY VILLAGE	FL	33141	USA
MAURO SIVIERI			1865 79 STREET CSWY 8L	NORTH BAY VILLAGE	FL	33141	USA
MAYRA J VALDES			1770 79 STREET CSWY #D208	NORTH BAY VILLAGE	FL	33141	USA
MERCEDES OTEIZA			1865 79 STREET CSWY #7E	NORTH BAY VILLAGE	FL	33141	USA
MG PROSPER NBV LLC			301 ALMERIA AVE 330	CORAL GABLES	FL	33134	USA
MIAMI KA REAL ESTATE LP			3264 SO UNIVERSITY DR	MIRAMAR	FL	33021	USA
MICHAEL ALAN CHAZEN			1865 79 STREET CSWY 3F	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL EDWARD DUELL	MARIBEL HART		1865 79 STREET CSWY 14M	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL RYAN &W KAREN RUMBERG			10 W 15 ST #1114	NEW YORK	NY	10011	USA
MICHAEL SABBAH	CHRISTIANE J RENOU SABBAH		7901 HISPANOLA AVE 1602	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL THOMAS BIELER			150 CHELTENHAM RD	WEST BABYLON	NY	11704	USA
MICHEL GOURVENNEC			1700 KENNEDY CSWY #1202	NORTH BAY VILLAGE	FL	33141	USA
MICHEL SABBAH LLC			7901 HISPANOLA AVE #604	NORTH BAY VILLAGE	FL	33141	USA
MICHEL SABBAH LLC			7901 HISPANOLA AVE 1602	NORTH BAY VILLAGE	FL	33141	USA
MIGUEL RIOS			1800 79 STREET CSWY #A105	NORTH BAY VILLAGE	FL	33141	USA
MIKEY NADER FALAH	MOHAMMAD FALAH		7901 HISPANOLA AVE 1702	NORTH BAY VILLAGE	FL	33141	USA
MILADY SARRIA			1865 79 ST CSWY APT 9C	NORTH BAY VILLAGE	FL	33141	USA
MILAN KOCIC			1865 79 STREET CSWY 8F	NORTH BAY VILLAGE	FL	33141	USA
MIRNA AURISTELA GIOIA RIVERA			1700 KENNEDY CSWY #1007	NORTH BAY VILLAGE	FL	33141	USA
MIRTA D RIOS			1800 79 STREET CSWY #A106	NORTH BAY VILLAGE	FL	33141	USA
MM KENNEDY HOLDINGS LLC			6500 COW PEN RD 104	MIAMI LAKES	FL	33014	USA
MOHAMAD J AKHTER			3329 W 47 ST	MIAMI BEACH	FL	33140	USA
MONICA COELHO LITHG			1865 79 STREET CSWY 15I	NORTH BAY VILLAGE	FL	33141	USA
MONICA FABIANA BIANCOSPINO			1865 79 STREET CSWY 3C	NORTH BAY VILLAGE	FL	33141	USA
MONICA WOOD	PERRY TRACH		PO BOX 11688	MARINA DEL REY	CA	90295	USA
MONTRI PUTLEK TRS			7521 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
MPC MIAMI LLC			8500 WEST FLAGLER ST B208	MIAMI	FL	33144	USA
MR BUBU LLC			10350 W BAY HARBOR DR 9H	BAY HARBOR ISLANDS	FL	33154	USA
MRKDR PROPERTIES LLC			36 NW 6 AVE SUITE TS7	MIAMI	FL	33128	USA
NABIL NAHID NAOSHY TRS	NAOSHY FAMILY TRUST	DIANA AKKAOUI NAOSHY TRS	7901 HISPANOLA AVE 1203	NORTH BAY VILLAGE	FL	33141	USA
NANCY RIVERO			1865 79 STREET CSWY APT 8I	NORTH BAY VILLAGE	FL	33141	USA
NATASA G BOLLOK	RODOLFO A SCHIAVO		1566 NE 110 ST	MIAMI	FL	33161	USA
NATYLUCHI PROPERTIES LLC			5055 COLLINS AVE #11 N	MIAMI BEACH	FL	33140	USA
NELAD LLC			521 SW 89 AVE	MIAMI	FL	33174	USA
NELLY S & JENNY CORTES			1865 79 STREET CSWY #2C	NORTH BAY VILLAGE	FL	33141	USA
NELSON GUILLERMO TEJEIRO	ANA TEJEIRO		7601 E TREASURE DR #907	NORTH BAY VILLAGE	FL	33141	USA
NELSON J BRANDT	NICOLE MOUSTAKI		7901 HISPANOLA AVE 906	NORTH BAY VILLAGE	FL	33141	USA
NEOTRADE LLC			1865 KENNEDY CSWY #9H	NORTH BAY VILLAGE	FL	33141	USA
NEOTRADE LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
NEW ROCK LLC			1000 E HALLANDALE BEACH BLVD #30	HALLANDALE BEACH	FL	33009	USA
NIBIA F RODRIGUEZ LE	REM FRANCISCO J RODRIGUEZ	REM JOSE FRANCISCO RODRIGUEZ	8475 SW 48 ST	MIAMI	FL	33145	USA
NICHOLAS BELLETTO	ANA MARCELA DUARTE MATA		7040 SPENCER RD	TALLAHASSEE	FL	32312	USA
NICOLE ACOSTA	GABRIELA MERCEDES PILOTO		1780 79 STREET CSWY #C301	NORTH BAY VILLAGE	FL	33141	USA
NICOLE FREEDLANDER			1800 NE 114 ST UNIT 2303	NORTH MIAMI	FL	33181	USA
NIMRUD 2014 LLC			20900 NE 30 AVE STE 809	AVENTURA	FL	33180	USA
NJF VENTURES LLC			401 69 ST APT 407	MIAMI BEACH	FL	33141	USA

NOLVIA F HOWARD			1790 79 STREET CSWY #B112	NORTH BAY VILLAGE	FL	33141	USA
NORMA C GONZALEZ	DELILAH M ALFONSO	PAULETTE GONZALEZ	1865 79 STREET CSWY 2A	NORTH BAY VILLAGE	FL	33141	USA
NORTH BAY VILLAGE A209 LLC			6346 NW 113 CT	DORAL	FL	33178	USA
OBED JOSUE REYES			1770 79 STREET CSWY UNIT D106	NORTH BAY VILLAGE	FL	33141	USA
OHANA ONE LLC			2020 NE 163 ST 300D	MIAMI	FL	33162	USA
OLEKSANDR BLEKHEROV			7901 HISPANOLA AVE UNIT 1607	NORTH BAY VILLAGE	FL	33141	USA
ORESTE ROSARIO BOCCIA			1780 79 STREET CSWY #C109	NORTH BAY VILLAGE	FL	33141	USA
ORNERO LLC			900 NE 3 ST	POMPANO BEACH	FL	33060	USA
OSCAR J PEREZ	OSCAR A PEREZ	ADIS N PEREZ SHIFFMAN	1790 79 STREET CSWY B312	NORTH BAY VILLAGE	FL	33141	USA
OSCAR J PEREZ &W	YADIRA DEL S ESPINOZA		1790 79 STREET CSWY #B312	NORTH BAY VILLAGE	FL	33141	USA
OSVALDO RIVERON			1790 79 STREET CSWY #B212	NORTH BAY VILLAGE	FL	33141	USA
OSVALDO SCHIAFFINO LE	REM DIONIGI DAMIAN SCHIAFFINO	REM VINCENT LUCAS SCHIAFFINO	1865 79 STREET CSWY 16M	NORTH BAY VILLAGE	FL	33141	USA
PABLO ALVARADO LE	REM ANDREW ALVARADO	REM ALEJANDRO ALVARADO	7901 HISPANOLA AVE 1403	NORTH BAY VILLAGE	FL	33141	USA
PABLO EGGLE			2060 NW 81 AVE 325	PEMBROKE PINES	FL	33024	USA
PABLO F VARELA			1780 79 STREET CSWY #C307	NORTH BAY VILLAGE	FL	33141	USA
PABLO LONGA	JENNIFER ARJONA LONGA		1700 KENNEDY CSWY #1612	NORTH BAY VILLAGE	FL	33141	USA
PASCUAL ALONSO PEREZ			1865 79 STREET CSWY 12C	NORTH BAY VILLAGE	FL	33141	USA
PATRICIA ANN VILA			7901 HISPANOLA AVE UNIT #1004	NORTH BAY VILLAGE	FL	33141	USA
PATRICIO BOYLE			7901 HISPANOLA AVE 911	NORTH BAY VILLAGE	FL	33141	USA
PAULA PONTE			9595 COLLINS AVE 1101	SURFSIDE	FL	33154	USA
PEDRO EDUARDO YUNIS	CLAUDIA ZULUAGA YUNIS		7901 HISPANOLA AVE UNIT 1806	NORTH BAY VILLAGE	FL	33141	USA
PEDRO GIL &	MARGARITA M PEREZ		1770 79 STREET CSWY #D301	NORTH BAY VILLAGE	FL	33141	USA
PENSCO TRS CO			3175 OAK PARK DR	LAKELAND	FL	33803	USA
PIERO VITALE	SULMA TORRES		7901 HISPANOLA AVE 805	NORTH BAY VILLAGE	FL	33141	USA
PSP MANAGEMENT LLC			740 NE 87 ST	MIAMI	FL	33138	USA
RAFAEL CISNEROS			1780 79 STREET CSWY #C201	NORTH BAY VILLAGE	FL	33141	USA
RAFAEL COMESANA			1865 79 STREET CSWY #12H	NORTH BAY VILLAGE	FL	33141	USA
RAMIRO P SCHEJTMAN			1865 79 STREET CSWY #14O	NORTH BAY VILLAGE	FL	33141	USA
RANDOLPH MARKS			1865 79 STREET CSWY #16O	NORTH BAY VILLAGE	FL	33141	USA
RAUL DANIEL GARCIA			7901 HISPANOLA AVE 903	NORTH BAY VILLAGE	FL	33141	USA
REBECA DIAZ			1770 79 STREET CSWY #D209	NORTH BAY VILLAGE	FL	33141	USA
REGINA NUNES DA SILVA	LUCAS MANFRINI SOARES		1865 79 STREET CSWY #3 O	NORTH BAY VILLAGE	FL	33141	USA
REGIS JOSEPH VILLETTAZ			1700 KENNEDY CSWY #1008	NORTH BAY VILLAGE	FL	33141	USA
ROBERT EVAN MEYERS	HOPE D MEYERS		7901 HISPANOLA AVE UNIT #1601	NORTH BAY VILLAGE	FL	33141	USA
ROBERT JOHN AKRAS TRS	ROBERT J AKRAS TRUST		7901 HISPANOLA AVE 1911	NORTH BAY VILLAGE	FL	33141	USA
ROBLES FAMILY MGMT CO LLC			15575 NW 12 PL	PEMBROKE PINES	FL	33028	USA
ROCHELLE MEDEARIS TRS	THE ROCHELLE MEDEARIS REV TR		100 MAIN ST APT 501	VISTA	CA	92084	USA
RODOLFO A SCHIAVO	NATASA C BOLLOK		1566 NE 110 ST	MIAMI	FL	33161	USA
ROGER CORN SR &W PAULA			1800 79 STREET CSWY #A310	NORTH BAY VILLAGE	FL	33141	USA
ROGER ROJAS JR TRS	ROGER ROJAS JR REV LIV TR		12085 COLONY PRESERVE DR	BOYNTON BEACH	FL	33436	USA
RONALD DAENECKE			11031 NW 2 CT	MIAMI	FL	33168	USA
ROSA URBINA	MARCO ANTONIO HIDALGO		1770 79 STREET CSWY D214	NORTH BAY VILLAGE	FL	33141	USA
ROXANNE R AWANG			1865 79 ST CSWY #9-O	NORTH BAY VILLAGE	FL	33141	USA
RUDOLF KOHN			1865 79 STREET CSWY #15J	NORTH BAY VILLAGE	FL	33141	USA
RUPERTO SARMIENTO TRS	SARMIENTO ENTERPRISES LLC TR		1865 79 STREET CSWY 8O	NORTH BAY VILLAGE	FL	33141	USA
RUSSEL WARREN &W LUCIENE			128 HAGGE DR	DAYTONA BEACH	FL	32124	USA
RUSSELL WARREN			128 HAGGE DR	DAYTONA BEACH	FL	32124	USA
SALVATORE SCRIVO			395 HUGUENOT ST APT 2R	NEW ROCHELLE	NY	10801	USA
SAMUEL ZAMACONA			1700 KENNEDY CSWY #1003	NORTH BAY VILLAGE	FL	33141	USA
SANDRA LEVY	ANDREW S LEVY		7901 HISPANOLA AVE 1604	NORTH BAY VILLAGE	FL	33141	USA
SANJIT VARGHESE	AZEENA LOBO VARGHESE		5906 NW 123 AVE	CORAL SPRINGS	FL	33076	USA

SANTECH INTERNATIONAL INC			1436 MANTUA AVE	CORAL GABLES	FL	33146	USA
SANTIAGO GATTO	ANASTASIA TKAL		7901 HISPANOLA AVE 1411	NORTH BAY VILLAGE	FL	33141	USA
SASO GEGOVSKI			1790 79 STREET CSWY #B204	NORTH BAY VILLAGE	FL	33141	USA
SEBASTIAN L SCHOLL			7901 HISPANOLA AVE 1605	NORTH BAY VILLAGE	FL	33141	USA
SERGIO ANDRES GIMENEZ			1865 79 STREET CSWY 7A	NORTH BAY VILLAGE	FL	33141	USA
SG MIAMI INVESTMENTS LLC			1865 79 STREET CSWY 10C	NORTH BAY VILLAGE	FL	33141	USA
SHAHILA HOSSAIN			1080 RICHARDSON AVE	BENSALEM	PA	19020	USA
SHERYL S BORG	ALICE A KERR		7901 HISPANOLA AVE 1906	NORTH BAY VILLAGE	FL	33141	USA
SHIRENE TABARESTANI			1865 79 STREET CSWY 15K	NORTH BAY VILLAGE	FL	33141	USA
SHIRLEY OSCHART			7901 HISPANOLA AVE #703	NORTH BAY VILLAGE	FL	33141	USA
SHOMA NORTH BAY VILLAGE LLC			201 SEVILLA AVE 300	CORAL GABLES	FL	33134	USA
SHOPPES OF NO BAY VILLAGE II LLC			1320 S DIXIE HWY STE 781	CORAL GABLES	FL	33146-2953	USA
SHUANGYU SHEN			1865 79 STREET CSWY 3D	NORTH BAY VILLAGE	FL	33141	USA
SIDNEY J & BARBARA L FELLMAN			5875 DOUGLAS ST	PITTSBURGH	PA	15217	USA
SIGRID NILSSEN			1860 VENICE PARK DR 127	NORTH MIAMI	FL	33181	USA
SILVANA X MONTI			1865 79 STREET CSWY #3M	NORTH BAY VILLAGE	FL	33141	USA
SIMONA QUISPE TRS	SIMONA QUISPE REVOCABLE TRUST		1865 79 STREET CSWY #3N	NORTH BAY VILLAGE	FL	33141	USA
SIMONE MAZAL ABECASSIS			1770 79 STREET CSWY D206	NORTH BAY VILLAGE	FL	33141	USA
SOFIA ANEAS GARCIA TRS	THE CARMEN SAHAGUN LIVING TRUST		186 NE 106 ST	MIAMI SHORES	FL	33138	USA
SOFIA CHATZIKONSTANTI			5597 SEMINARY RD #2005	SOUTH FALLS CHURCH	VA	22041	USA
SOFIA FISCHER			1865 79 STREET CSWY 15M	NORTH BAY VILLAGE	FL	33141	USA
SOLEDAD VILLARRUEL LARRE	LAURA MURRAY		7901 HISPANOLA AVE UNIT 1109	NORTH BAY VILLAGE	FL	33141	USA
SOUHEIL BADAA			7901 HISPANOLA AVE #807	NORTH BAY VILLAGE	FL	33141	USA
SPACA LLC			2935 NE 163 ST 6D	NORTH MIAMI BEACH	FL	33160	USA
STARFISH ISLAND LLC			4911 COLUMBIA RD F	COLUMBIA	MD	21044	USA
STEVEN JEFFREY GISH			1245 HAWTHORNE DR EAST	WANTAGH	NY	11793	USA
STUART ROHATINER JTRS	JUDITH ROHATINER JTRS		1700 KENNEDY CSWY #705	NORTH BAY VILLAGE	FL	33141	USA
SUNNYBEACHSC LLC			60 NW 37 AVE #1207	MIAMI	FL	33125	USA
SUNSET OCEAN LLC			7901 HISPANOLA AVE #1602	NORTH BAY VILLAGE	FL	33141	USA
SUSAN P RYAN			1865 79 STREET CSWY #14G	NORTH BAY VILLAGE	FL	33141	USA
SYNNYBEACHSC LLC			60 NW 37 AVE #1207	MIAMI	FL	33125	USA
TAMAR FREIMEN	SHMUEL FREIMEN		7901 HISPANOLA AVE APT 1508	NORTH BAY VILLAGE	FL	33141	USA
TANIA M ROMERO			1770 79 STREET CSWY #D204	NORTH BAY VILLAGE	FL	33141	USA
TAPTUS CORP			4001 S OCEAN DR 11C	HOLLYWOOD	FL	33019	USA
TARIK HUSAIN			1700 KENNEDY CSWY #1103	NORTH BAY VILLAGE	FL	33141	USA
TASMIN ARA KHAN			1865 79 STREET CSWY 11N	NORTH BAY VILLAGE	FL	33141	USA
TEJEIRO F NELSON			1800 79 STREET CSWY A308	NORTH BAY VILLAGE	FL	33141	USA
TETYANA SHVETS			1700 KENNEDY CSWY #1409	NORTH BAY VILLAGE	FL	33141	USA
THE JOHN DANILOSKY TRUST			1770 79 STREET CSWY #D205	NORTH BAY VILLAGE	FL	33141	USA
THE KENNEDY HOUSE LLC			1865 79 STREET CSWY 3K	NORTH BAY VILLAGE	FL	33141	USA
THE LYONETTA CORP			16192 COASTAL HIGHWAY	LEWES	DE	19958	USA
THE RUNNING TEAM LLC			2370 NE 184 TER	N MIAMI BEACH	FL	33160	USA
THIERRY M RIAHI			7901 HISPANOLA AVE 1510	NORTH BAY VILLAGE	FL	33141	USA
THOMAS HOLMENGREN			1700 KENNEDY CSWY #910	NORTH BAY VILLAGE	FL	33141	USA
TINMAR COMPANY LLC			1700 KENNEDY CSWY #702	NORTH BAY VILLAGE	FL	33141	USA
TOYOKO KONNO			12029 NW 13 ST	PEMBROKE PINES	FL	33026	USA
TRISTAR REAL ESTATE	INVESTMENTS LLC		18101 PINES BLVD 105	PEMBROKE PINES	FL	33029	USA
ULLRICH FRANZ JOSEF OEHMEN			7901 HISPANOLA AVE UNIT #1205	NORTH BAY VILLAGE	FL	33141	USA
VANIA VASCONCELOS DE FREITAS			1865 79 STREET CSWY #4D	NORTH BAY VILLAGE	FL	33141	USA
VENUS MIAMI LLC			876 NW 6 AVE	BOCA RATON	FL	33432	USA
VERSO HOLDINGS LLC			5151 COLLINS AVE 1625	MIAMI BEACH	FL	33140	USA

VERSO HOLDINGS LLC			7901 HISPANOLA AVE 1608	NORTH BAY VILLAGE	FL	33141	USA
VICTORIA ILLEANA MONTERO			7901 HISPANOLA AVE 1206	NORTH BAY VILLAGE	FL	33141	USA
VIVIANE GANZ SANCHEZ			7901 HISPANOLA AVE 1110	NORTH BAY VILLAGE	FL	33141	USA
WELLINGTON ASSETS LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
WESLEY L UTTERBACK			1865 79 STREET CSWY #7 B	NORTH BAY VILLAGE	FL	33141	USA
WHITE PEAK LLC			8 THE GREEN #5245	DOVER	DE	19901	USA
WHITE STEEL LLC			1621 CORNWALL AVE	BELLINGHAM	WA	98225	USA
WILLIAAM KRINICKAS	JOELLE HANNAH CAMPBELL		7901 HISPANOLA AVE 2004	NORTH BAY VILLAGE	FL	33141	USA
WILLIAM BURGETT	CLAIRE BURGETT		5430 LINDA VISTA RD UNIT 15	SAN DIEGO	CA	92110	USA
WILSON M VIVANCO			12534 GRIFFIN BLVD	NORTH MIAMI	FL	33161	USA
WILSON ROLDAN LE	REM HUGO ROLDAN		1865 79 STREET CSWY 16D	NORTH BAY VILLAGE	FL	33141	USA
WLB INVESTMENTS LLC			4000 HOLLYWOOD BLVD STE 140 N	HOLLYWOOD	FL	33021	USA
WOLFGANG ANDRE MENZ			1865 79 STREET CSWY 5O	NORTH BAY VILLAGE	FL	33141	USA
YEMFER M CASANOVA			1790 79 STREET CSWY #B103	NORTH BAY VILLAGE	FL	33141	USA
YILENA GONZALEZ FERREIRO	ROMY MONTIEL HERNANDEZ		1790 79 STREET CSWY B102	NORTH BAY VILLAGE	FL	33141	USA
YULIYA SIDOREVSKAYA			7901 HISPANOLA AVE 1812	NORTH BAY VILLAGE	FL	33141	USA
ZEN HOUSE HOLDINGS CORP			16760 NW 75 AVE	MIAMI	FL	33015	USA
ZULEICA PERDOMO			4370 SW 82 AVE	MIAMI	FL	33155	USA
ZUZANA CHARDIET			1865 79 STREET CSWY 15N	NORTH BAY VILLAGE	FL	33141	USA

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

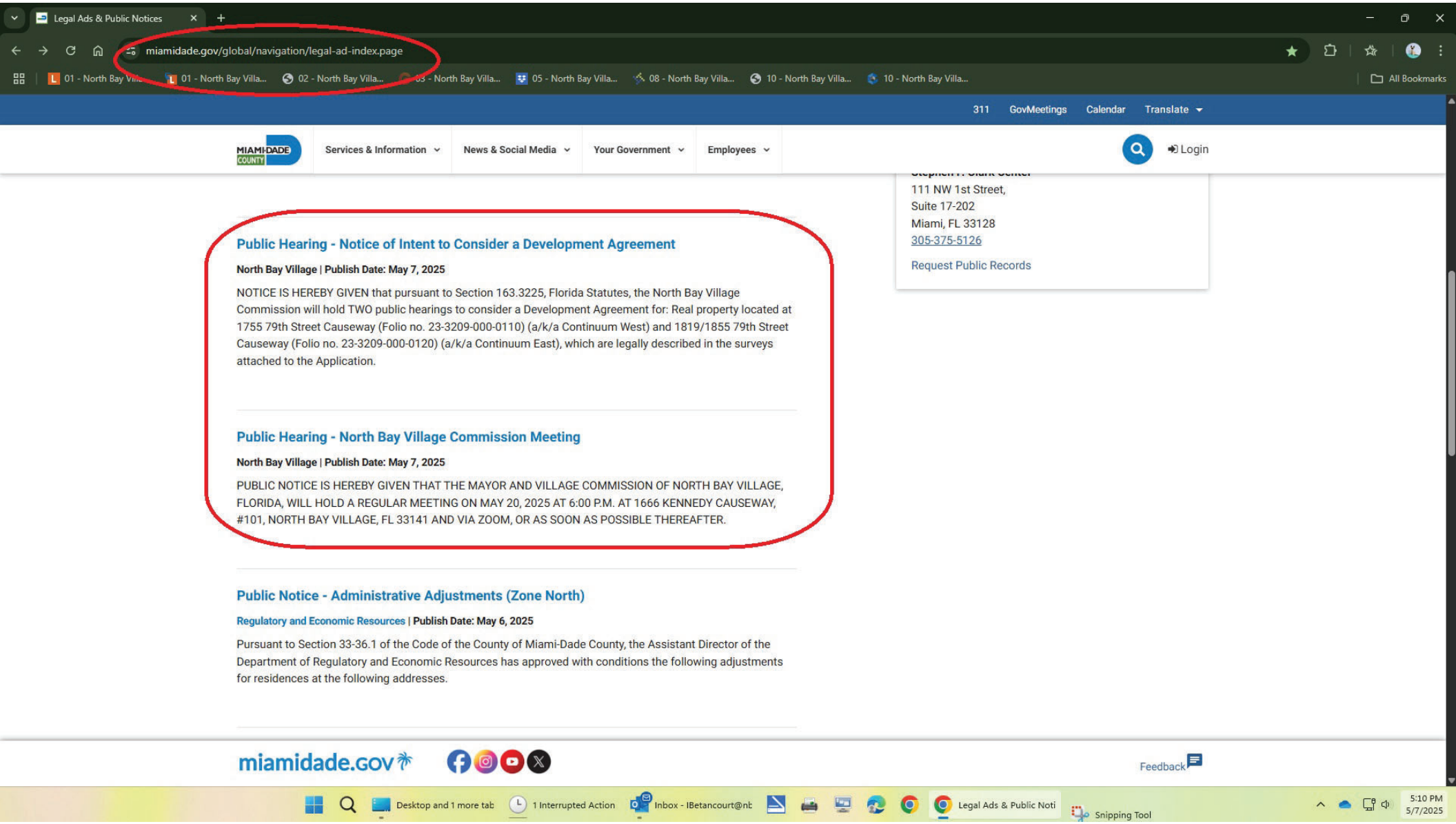
FIRST PUBLIC HEARING	**SECOND PUBLIC HEARING**
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village** **Village Hall – Commission Chambers** **1666 Kennedy Causeway, #101** **North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village** **Village Hall – Commission Chambers** **1666 Kennedy Causeway, #101** **North Bay Village, FL 33141**

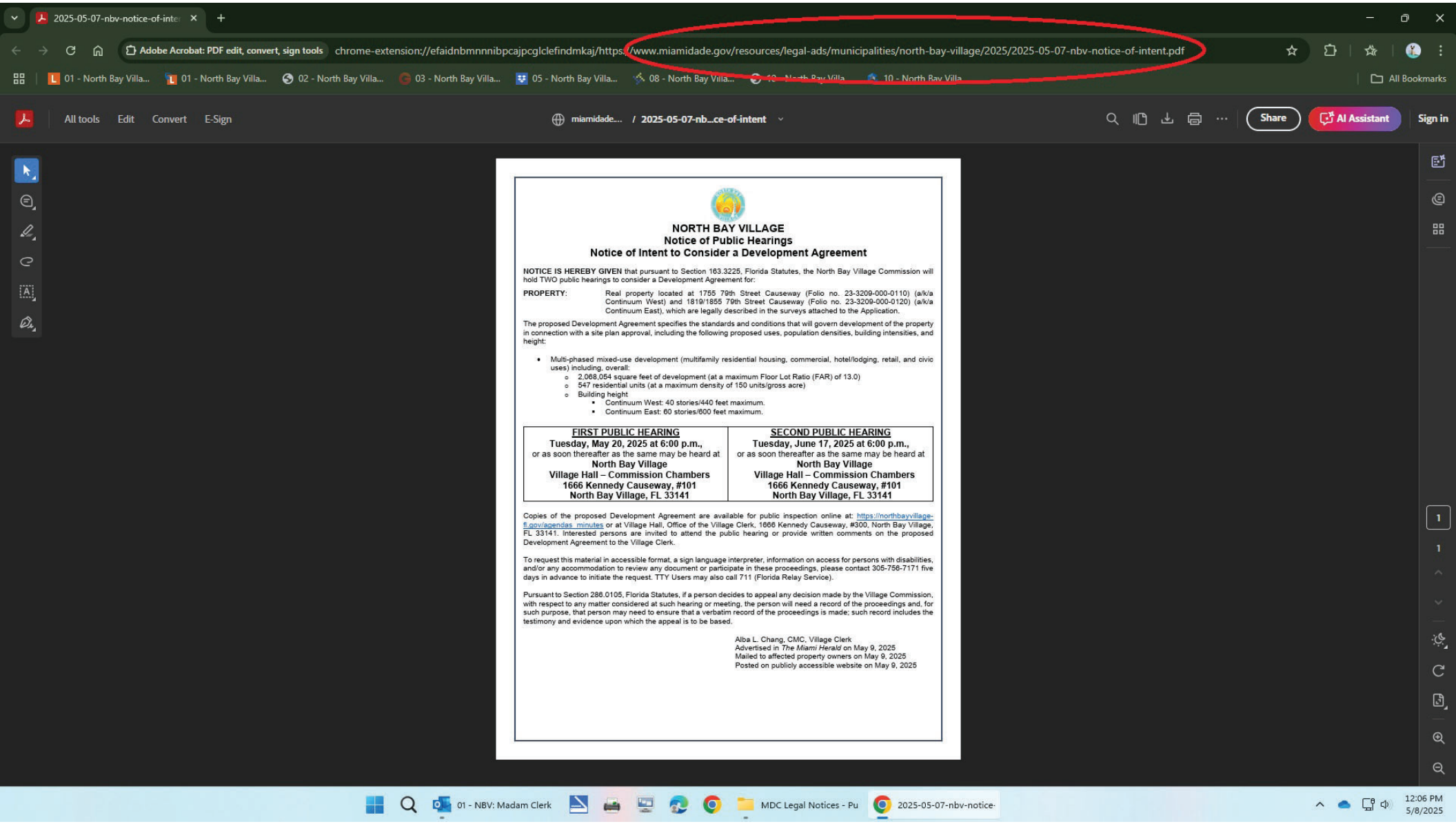
Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025


Legal Ads & Public Notices
miamidade.gov/global/navigation/legal-ad-index.page
311
GovMeetings
Calendar
Translate
Services & Information
News & Social Media
Your Government
Employees
Login
111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126
Request Public Records
Public Hearing - Notice of Intent to Consider a Development Agreement
North Bay Village | Publish Date: May 7, 2025
NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.
Public Hearing - North Bay Village Commission Meeting
North Bay Village | Publish Date: May 7, 2025
PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 20, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.
Public Notice - Administrative Adjustments (Zone North)
Regulatory and Economic Resources | Publish Date: May 6, 2025
Pursuant to Section 33-36.1 of the Code of the County of Miami-Dade County, the Assistant Director of the Department of Regulatory and Economic Resources has approved with conditions the following adjustments for residences at the following addresses.
miamidade.gov
Feedback
Desktop and 1 more tab
1 Interrupted Action
Inbox - IBetancourt@nb
Legal Ads & Public Noti
Snipping Tool
5:10 PM
5/7/2025


2025-05-07-nbv-notice-of-inte
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025/2025-05-07-nbv-notice-of-intent.pdf
All tools
Edit
Convert
E-Sign
miamidade.... / 2025-05-07-nb...ce-of-intent
Share
AI Assistant
Sign in
NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement
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PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.
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Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
547 residential units (at a maximum density of 150 units/gross acre)
Building height
Continuum West: 40 stories/440 feet maximum.
Continuum East: 60 stories/600 feet maximum.
FIRST PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m.,
or as soon thereafter as the same may be heard at
North Bay Village
Village Hall – Commission Chambers
1666 Kennedy Causeway, #101
North Bay Village, FL 33141
SECOND PUBLIC HEARING
Tuesday, June 17, 2025 at 6:00 p.m.,
or as soon thereafter as the same may be heard at
North Bay Village
Village Hall – Commission Chambers
1666 Kennedy Causeway, #101
North Bay Village, FL 33141
Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.
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Alba L. Chang, CMC, Village Clerk
Advertised in The Miami Herald on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025
01 - NBV: Madam Clerk
MDC Legal Notices - Pu
2025-05-07-nbv-notice-
12:06 PM
5/8/2025

9589 0710 5270 2143 5160 49

U.S. Postal Service™
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Postage
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Total Postage and Fees
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Continuum West
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Disney to build a Magic Kingdom park in the Middle East

BY BROOKS BARNES
NYT News Service

LOS ANGELES

Mickey Mouse is headed to the Middle East.

In a new test for its singularly American brand, the Walt Disney Co. said Wednesday that it had reached an agreement with the Miral Group, an arm of the Abu Dhabi, United Arab Emirates, government, to build a theme park resort on the Persian Gulf. The property, the seventh in Disney's global portfolio, will have a castle and modernized versions of some classic Disney rides, along with new attractions tailored to the climate and local culture.

"It's not just about 'If you build it, they will come,'" Robert Iger, Disney's CEO, said in a brief phone interview from Abu Dhabi. "You have to build it right. And quality means not just scale, but quality and ambition. We are planning to be very ambitious with this."

Disney and Miral declined to give acreage, budget or construction timeline details for what they are calling Disneyland Abu Dhabi, except to say it will be a full-scale property on a par with Disney's other "castle" parks. Miral is footing the entire bill for building the park. (New theme parks of this scale typically cost $5 billion or more.)

Arab leaders have long courted Disney, which expanded its theme park business to Japan in 1983, France in 1992, Hong Kong in 2005 and the Chinese mainland in 2016. At a Council on Foreign Relations event in 2018, Iger said Saudi Crown Prince Mohammed bin Salman had made an "impassioned plea" for Disney to build a theme park in his kingdom.

"I explained when we make decisions like this we consider cultural issues, economic issues and political issues," Iger said then, declining to give further details of their "very frank" discussion. The region, he added at the time, "has not been at the top of our list in terms of markets that we would open up in."

What changed?

For a start, the UAE has grown into a tourist destination. Abu Dhabi, the capital, attracted roughly 24 million visitors in 2023, according to government figures. Sheikh Mohammed bin Zayed Al Nahyan, the country's president, has set a goal of attracting 39 million visitors annually to Abu Dhabi by 2030. The Louvre Abu Dhabi, which opened in 2017, has been a hit. Warner Bros. Discovery opened a modest indoor theme park in the city in 2018, and SeaWorld Abu Dhabi arrived in 2023.



The Walt Disney Company via TNS

The Disney Company is planning a new theme park, created with Miral, which will have a waterfront location on Yas Island of the United Arab Emirates.

The Miral Group, which built Warner Bros. World Abu Dhabi and SeaWorld Abu Dhabi, made Disney a hard-to-refuse financial offer: In addition to paying for construction, Miral will pay Disney to design the rides, shops, restaurants and accompanying hotels. Once the park is open, Disney will receive royalties for the use of its characters as a percentage of revenue, according to a securities filing. Disney will also receive other fees.

At the same time, Disney has come under pressure to find new areas for growth to offset declines in cable television and at the box office. By opening a theme park in Abu Dhabi, Disney hopes to create an engine that drives demand among the Middle East's 500 million residents for other Disney products — princess dolls, Disney+ subscriptions, cruise ship vacations, Marvel movies, touring stage productions.

"After studying the region carefully, engaging with potential partners and visiting three times in the past nine months," Iger said, "it became more and more clear that not only was the region right and ready for us, but the place to build was Abu Dhabi."

Disneyland Abu Dhabi could allow Disney to tap into India's expanding middle class. A direct flight from Mumbai to Abu Dhabi takes 3 hours, 17 minutes. Currently, the closest Disney outpost to Mumbai is Hong Kong Disneyland, a six-hour flight away.

"In looking at some research that we've done recently, we determined that, for every person visiting one of our parks, there are 10 people in the world that have a desire to visit," Iger said. "One of the biggest reasons they don't — everybody always thinks immediately it's affordability. It's not. It's accessibility. It's a long trip to get to where we are for a lot of people."

There will be obstacles. The climate is one. Disney will need to design a park that allows for visitation in scalding desert heat.

Disney could also face criticism for its partnership with the UAE, which is ruled as an autocracy with limits to freedom of expression, speech and the press, and which provides arms to fighters accused of atrocities in a devastating civil war in Sudan. In November, Human Rights Watch slammed the NBA, which has made Abu Dhabi its Middle East hub, for helping the country to distract from its human rights record.

To attract more tourists and foreign investors, the UAE in 2020 improved protections for women, loosened regulations on alcohol consumption and diminished the role of Islamic legal codes in its justice system. Criticizing the government or its leaders remains illegal, however, and can lead to long prison sentences. Migrant workers are often subject to inhumane conditions, according to human rights groups and the State Department. Homosexuality is illegal.

In a statement, a Disney spokesman said, "We are respectful of the countries and cultures where we do business, while always adhering to our own standards and values."

Disney faced a similar situation when it teamed with the Chinese government to build Shanghai Disneyland. In addition to awkward optics, the construction of that park required the contentious relocation of thousands of suburban Shanghai residents. (Disneyland Abu Dhabi won't have that headache; it will rise on human-made Yas Island.)

Public Notice

NOTICE IS GIVEN that the meeting of the **Policy Council (PC)**, scheduled to be held in the Miami-Dade Commission Chambers, located on the second floor of the Stephen P. Clark Government Center, 111 NW First Street, Miami, Florida, 33128, on **Monday, May 12, 2025, at 9:00 a.m., has been CANCELLED.**

Miami-Dade County provides equal access and equal opportunity in its programs, services and activities and does not discriminate on the basis of disability. To request materials in an accessible format, a sign language interpreter, and/or any other accommodation to participate in any County-sponsored program or meeting, please contact (305) 375-2035, or send an e-mail to agendco@miamidade.gov in advance of the meeting to initiate your request. TTY users may also call 711 (Florida Relay Service).

JUAN FERNANDEZ-BARQUIN, CLERK OF THE COURT AND COMPTROLLER
BASIA PRUNA, DEPUTY CLERK

For legal ads online, go to **http://legalads.miamidade.gov**

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

PUBLIC NOTICE

THE MAY 21, 2025 6:30 PM, PLANNING, ZONING AND APPEALS BOARD ("PZAB") MEETING WILL BE BROADCAST LIVE FOR MEMBERS OF THE PUBLIC TO VIEW ON THE CITY'S WEBSITE (WWW.MIAMIGOV.COM/TV) AND CHANNEL 77 (COMCAST ONLY FOR RESIDENTS LIVING IN THE CITY OF MIAMI).

PUBLIC COMMENT ON AGENDA ITEMS TO BE HEARD AT THIS MEETING CAN BE SUBMITTED VIA AN ONLINE COMMENT FORM AND WILL BE DISTRIBUTED TO THE BOARD MEMBERS AND MADE PART OF THE RECORD. THE DEADLINE TO SUBMIT

PUBLIC COMMENT VIA THE ONLINE COMMENT FORM WILL OCCUR WHEN THE CHAIRPERSON CLOSES PUBLIC COMMENT FOR THE MEETING. **"PLEASE VISIT HTTP://WWW.MIAMIGOV.COM/BOARDCOMMENTS FOR DETAILED INSTRUCTIONS ON HOW TO PROVIDE PUBLIC COMMENT USING THE ONLINE PUBLIC COMMENT FORM. ** PUBLIC COMMENT ON AGENDA ITEMS TO BE HEARD AT THIS MEETING MAY ALSO BE PROVIDED IN-PERSON ON THE DAY OF THE MEETING AT CITY HALL, 3500 PAN AMERICAN DRIVE, MIAMI, FLORIDA, SUBJECT TO ANY AND ALL RULES AND PROCEDURES AS THE CITY MAY IMPLEMENT OR AMEND. PUBLIC COMMENT WILL BEGIN AT APPROXIMATELY AT 6:30 PM.

A COPY OF THE AGENDA FOR THE PLANNING, ZONING AND APPEALS BOARD MEETING WILL BE AVAILABLE AT: HTTP://MIAMIFL.IQM2.COM/CITIZENS/DEFAULT.ASPX A

T ITS MEETING ON **MAY 21, 2025 AT 6:30 PM**, THE PLANNING, ZONING AND APPEALS BOARD WILL CONSIDER THE FOLLOWING ITEMS:

FILE ID 17590 A RESOLUTION OF THE MIAMI PLANNING ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING CHAPTER 35/ARTICLE I OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), TITLED "MOTORIZED VEHICLES AND TRAFFIC/IN GENERAL," SPECIFICALLY BY AMENDING SECTION 35-1 OF THE CITY CODE, TITLED "DEFINITIONS," TO PROVIDE A DEFINITION FOR A HOMESTEAD PROPERTY, AND BY ESTABLISHING A NEW SECTION 35-11 OF THE CITY CODE, TITLED "PARKING FOR HOMESTEAD EXEMPT PROPERTY," TO PROVIDE FOR CERTAIN ALLOWABLE PARKING ON A HOMESTEAD; CONTAINING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17585 FILE ID 17585: A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD, WITH ATTACHMENT(S), RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 10544, AS AMENDED, THE MIAMI COMPREHENSIVE NEIGHBORHOOD PLAN OF THE CITY OF MIAMI, FLORIDA, PURSUANT TO THE EXPEDITED STATE REVIEW PROCESS SUBJECT TO SECTION 163.3184, FLORIDA STATUTES, BY AMENDING THE INTERPRETATION OF THE FUTURE LAND USE MAP AND THE CORRESPONDENCE CHART TO CREATE A NEW FUTURE LAND USE DESIGNATION CALLED "TRANSIT ORIENTED NODE"; AMENDING APPENDIX LU-1; AMENDING POLICY LU-5.1.3 AND POLICY LU-5.2.1; AND AMENDING THE FUTURE LAND USE DESIGNATION OF THE PROPERTIES GENERALLY BOUNDED BY NORTHWEST 7TH AVENUE TO THE WEST, NORTHWEST 76TH STREET TO THE NORTH, NORTHEAST 2ND AVENUE TO THE EAST AND NORTHWEST 70TH STREET TO THE SOUTH IN MIAMI, FLORIDA, APPROXIMENTLY 143.75 ACRES, AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED AND INCORPORATED IN EXHIBIT "A" FROM "GENERAL COMMERCIAL", "LIGHT INDUSTRIAL", "MEDIUM DENSITY MULTIFAMILY RESIDENTIAL", "MEDIUM DENSITY RESTRICTED COMMERCIAL", AND "MAJOR INSTITUTIONAL, PUBLIC FACILITIES, TRANSPORTATION AND UTILITIES" TO "TRANSIT ORIENTED NODE – 1" AND "TRANSIT ORIENTED NODE – 2"; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

FILE ID 17591 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("MIAMI 21 CODE") BY AMENDING ARTICLE 3, TITLED "GENERAL TO ALL ZONES", MORE SPECIFICALLY TO ADD SECTION 3.18, TITLED "TRANSIT STATION NEIGHBORHOOD DEVELOPMENT" TO ESTABLISH CRITERIA FOR TRANSIT ORIENTED DEVELOPMENT WITH DESIGN FLEXIBILITY AND PUBLIC BENEFITS; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17592 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING TO THE MIAMI CITY COMMISSION APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("MIAMI 21 CODE"), BY AMENDING ARTICLE 4, TABLE 4, TITLED "DENSITY, INTENSITY AND PARKING," TO MODIFY FOOD SERVICE ESTABLISHMENTS PATRON LIMITATION; AND BY AMENDING ARTICLE 5, SECTION 5.4, TITLED "GENERAL URBAN TRANSECT ZONES (T4)" TO INTRODUCE A FLEXIBLE LOT COVERAGE PROGRAM, TO ADJUST THE MAXIMUM LOT AREA, TO UPDATE ROOF ELEMENTS STANDARDS, AND TO MODIFY SIDE AND REAR SETBACKS; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17487 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD, RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("MIAMI 21 CODE") BY AMENDING ARTICLE 1, SECTION 1.2, TITLED "DEFINITIONS/DEFINITIONS OF TERMS," TO UPDATE AND ADD DEFINITIONS RELATED TO PARKING STRUCTURES AND PODIUM HEIGHT; BY AMENDING ARTICLE 3, SECTION 3.15, TITLED "GENERAL TO ZONES/ AFFORDABLE AND ATTAINABLE MIXED-INCOME HOUSING SPECIAL BENEFIT PROGRAM SUPPLEMENTAL REGULATIONS," AND SECTION 3.16, TITLED "WORKFORCE HOUSING SPECIAL BENEFIT PROGRAM SUPPLEMENTAL REGULATIONS" TO UPDATE AFFORDABLE AND ATTAINABLE MIXED-INCOME HOUSING AND WORKFORCE HOUSING PARKING DESIGN STANDARDS AND ADJUST SETBACK REQUIREMENTS; BY AMENDING ARTICLE 4, TABLE 4, TITLED "STANDARDS AND TABLES/DENSITY, INTENSITY AND PARKING" AND TABLE 12, TITLED "DESIGN REVIEW CRITERIA," TO UPDATE PARKING REQUIREMENTS FOR LINER USES AND TO CLARIFY DESIGN REVIEW CRITERIA FOR PARKING STRUCTURES AND PODIUMS; BY AMENDING ARTICLE 5, TITLED "SPECIFIC TO ZONES," SPECIFICALLY SECTIONS 5.4, 5.5, 5.6, 5.8, 5.9, AND 5.10, TO CLARIFY DESIGN STANDARDS FOR PARKING STRUCTURES AND PODIUMS, CLARIFY ALLOWABLE PARKING SCREENING ENCROACHMENTS, CREATE DEVELOPMENT INCENTIVES FOR LINER BUILDINGS, AND MODIFY LOADING AND ACCESS REGULATIONS WHEN ABUTTING T3 TRANSECT ZONES; BY AMENDING ARTICLE 6, SECTION 6.1, TITLED "SUPPLEMENTAL REGULATIONS/INTENT AND EXCLUSIONS" TO UPDATE AND CLARIFY THE LOCATIONS THAT ALLOW FOR MICRO DWELLING UNITS IN LINERS; AND BY AMENDING ARTICLE 7, SECTION 7.1, TITLED "PROCEDURES AND NONCONFORMITIES/PROCEDURES," TO INCLUDE UNIFORMITY IN CODE LANGUAGE; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17466 A RESOLUTION OF THE MIAMI PLANNING, ZONING, AND APPEALS BOARD GRANTING OR DENYING THE APPEAL FILED BY MARK GRAFTON, ESQUIRE, ON BEHALF OF 4055 POINCIANA AVE, LLC ("APPELLANT") OF THE DECISION OF THE CITY OF MIAMI PLANNING DEPARTMENT'S DENIAL OF WARRANT NO. PZ-23-17396 PURSUANT TO APPENDIX A, SECTION A.3.6(G)(1), AND ARTICLE 7, SECTIONS 7.1.1.2 AND 7.1.2.4 OF ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("MIAMI 21 CODE") TO DIMINISH A LOT TO ALLOW FOR THE CONSTRUCTION OF MORE THAN ONE (1) SINGLEFAMILY RESIDENCE ON A PARCEL ZONED "T3-R," SUB-URBAN TRANSECT ZONE – RESTRICTED, WITH THE "NCD-3," COCONUT GROVE NEIGHBORHOOD CONSERVATION DISTRICT OVERLAY, LOCATED AT 4055 POINCIANA AVENUE, MIAMI, FLORIDA; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

FILE ID 17597 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE") BY AMENDING CHAPTER 2/ARTICLE IV/DIVISION 2, TITLED "ADMINISTRATION/ DEPARTMENTS/ PLANNING, BUILDING AND ZONING DEPARTMENT," MORE PARTICULARLY BY AMENDING SECTION 2-211, TITLED "DENIAL OR REVOCATION OF CERTIFICATE OF USE." BY RESTRICTING CHAPTER 10 OF THE CITY CODE VIOLATIONS FROM CAUSING A DENIAL OR REVOCATION OF A CERTIFICATE OF USE IN LIMITED CIRCUMSTANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

FILE ID 17598 A RESOLUTION OF THE MIAMI PLANNING, ZONING AND APPEALS BOARD RECOMMENDING APPROVAL OF AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, BY AMENDING ARTICLE 7, TITLED "PROCEDURES AND NONCONFORMITIES;" MORE PARTICULARLY BY AMENDING SECTION 7.1.2.1, TITLED "PERMITTED USES," AND SECTION 7.1.2.7, TITLED "NO APPROVAL AVAILABLE IF CODE ENFORCEMENT VIOLATIONS," TO UPDATE THE CRITERIA FOR WHEN A CERTIFICATE OF USE MAY BE DENIED OR REVOKED; MAKING FINDINGS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

The petition and supporting papers are on file with Hearing Boards and are viewable at the Planning, Zoning and Appeals Board's page located at http://miamifl.iqm2.com/Citizens/Board/1037-Planning-Zoning-and-Appeals-Board.

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the city clerk prior to engaging in lobbying activities before city staff, boards, committees, or the City Commission. A copy of the applicable ordinance is available in the Office of the City Clerk (Miami City Hall), located at 3500 Pan American Drive, Miami, Florida 33133.

In accordance with the Americans with Disabilities Act of 1990, all persons who require special accommodations to participate in this meeting should contact the Office of Hearing Boards at (305) 416-2030 (Voice) no later than two (2) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Hearing Boards Ad No HB25-050

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Final Cost:

Referral Code:
Notice of Intent to Consider a Dev Agree 175
Payment Type:
Account Billed
User ID:
IPL0023350

ACCOUNT INFORMATION

CITY OF NORTH BAY VILLAGE IP
1666 KENNEDY CAUSEWAY #300
MIAMI BEACH, FL 33141
305-756-7171
szamacona@nbvillage.com
CITY OF NORTH BAY VILLAGE

TRANSACTION REPORT

Date
May 7, 2025 4:02:28 PM EDT
Amount:

SCHEDULE FOR AD NUMBER IPL02323480

May 9, 2025
Miami Herald Print Publication

PREVIEW FOR AD NUMBER IPL02323480

4.9inches x 8.5inches

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

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- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

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Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

<< Click here to print a printer friendly version >>

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission Approve the proposed De velopment Agreement during its Second Public Hearing.

BACKGROUND AND ANALYSIS

The proposed resolution requests the Village Commission's consideration and input regarding a Development Agreement for the properties located at 1755 79th Street ("Continuum West") and 1819 / 1855 79th Street ("Continuum East").

The property owners are proposing a Special Area Plan (SAP) to be developed as a mixed-use district, with such uses that may include residences, hotel and associated amenities, restaurants, entertainment, shopping, and marinas with greater integration of public improvements and infrastructure, to enable greater connectivity, to encourage a variety of

building heights and massing, and to provide high quality design elements and greater flexibility in development while providing public amenities, view corridors, and interaction with Biscayne Bay through the provision of an Island Walk.

The developer intends to develop the Project in phases, with phase 1 being located at Continuum West and phase 2 being located at Continuum East. The proposed Development Agreement is to define how the Property shall be developed and the conditions that will govern the Property's development, establish concurrency requirements for the Property for the term of this Development Agreement, and establish the respective rights and obligations of the Developer and the Village.

Below is a brief overview of the proposed development agreement:

Project Scope
The Project consists of:
1. Up to 547 units over the entire 3.652-acre site, at a density of 150 residential units per acre.
2. Up to 2,068,054.5 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office, hotel, and commercial uses.
3. Up to 200 hotel rooms.
4. Structures of varying heights (not exceeding the lesser of (i) 40 stories or 440 feet on Continuum West, and 60 stories or 600 feet on Continuum East) and setbacks as depicted on the Site Plan.
5. Required open space and civic space. (at least 5% of its aggregated lot area as Civic Space Types).

Term
The Agreement shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date.

Prohibited Uses.
Notwithstanding the uses allowed under the ULDC, Developer agrees that Adult Entertainment uses, Marijuana Dispensaries, and Short-Term Vacation Rentals of less than 90 days shall be prohibited.

Island Walk
An eighteen-foot (18') wide Island Walk easement over and across the north 18 feet of the Property adjacent to the seawall for the sole purpose of providing for public pedestrian traffic through and above the Island Walk. The Island Walk will remain an open space pedestrian walkway with landscaping and other amenities.

Marina
The Village acknowledges that the Developer intends to expand the existing Marina to the submerged land adjacent to Continuum West. Should the Developer request that the Village be the applicant in any regulatory approval associated with Marina, Developer and Village shall enter into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage and mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property.

Workforce Housing Density Bonus
The total number of required workforce housing units for this project is 28 units (5% of the project's total proposed units).

Continuum West.
The owner shall make a payment in the amount of $811,649.00 in satisfaction of its workforce housing requirement for Continuum West. The payment shall be made on December 15, 2026, or upon issuance of the Continuum West master building permit, whichever occurs first.
*The Village expressly recognizes that the Owner has already paid them $81,909.53 for workforce housing initiatives.

Continuum East.
The owner shall develop 5% of the units developed at Continuum East as workforce housing units, subject to the requirements of the Appendix C of the ULDC and Section 19 of this Agreement. If the Developer elects not to develop 5% of the units developed at Continuum East as workforce housing units, the Developer shall pay the fee in lieu of workforce housing pursuant to Section 8.10.2 of the ULDC calculated based on rates applicable as of the time the election is made.

Extended Construction Hours
The developer shall be permitted to conduct construction activities Monday through Saturday, subject to the following conditions:

a. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.
b. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:
1. Before 8:00 am Monday through Friday;
2. After 5:00 pm Monday through Friday; and
3. Before 9:00 am on Saturday.
c. During construction, loud music shall be prohibited at all times.
d. Monday through Friday, concrete pours can occur prior to 8 am and continue until such pour is complete as long as a white noise alarm system or flag man is used in lieu of back up alarms.
e. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.
f. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Repeated violations may result in the termination of the extended hours granted in this Section;
g. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

Community Contributions and Impact Fees

Contribution / Fee	Section in DA	Amount	Date
Pre-payment of Impact Fees	12.d	$1,000,000	April 24, 2026

Community Contribution Fees	13.1	$597,500	Paid *5/11/2022 - 4/5/2024
	13.2	$1,792,500	December 15, 2026
Park Facilities Improvements	13.e	$600,000	Paid *8/9/2023
	13.f	$974,000	Tendered to the Village Manager
Workforce Housing- In Lieu	18.b	$81,910	Paid *5/13/2024
	18.b	$811,649	December 15, 2026
Workforce Housing	18.c	16 Units	To be constructed

Impact Fee Estimate

Police Impact Fee	$180,104	At building Permit
Park Impact Fee	$404,814	At building Permit
Waster water Line Fee	$1,046,296	At building Permit
Water Meter Fee	$5,774	At building Permit

The Community Contributions Fees (CCF) described above are a reduction of the CCF in accordance with Resolution No. 2021-010, which is only available if, on or before December 16, 2026. A master building permit for the portion of the Project on Continuum West is obtained and full payment is made. If the conditions are not met, a master building permit will not be issued to any portion of the Project until the CCF is recalculated based on the then-applicable rates with no reduction, and such fee is paid to the Village.

Furthermore, the operational provisions of the Development Agreement, including construction hours, noise provisions, and entertainment establishment provisions, do not apply to uses within the existing development on the property, and only apply during new construction and/or to uses after new construction

The applicant will go before the Planning & Zoning Board for the Special Area Plan Application on June 4, 2025.

It is recommended that the Village Commission approve the proposed development agreement as presented on first reading and it be considered for second reading on June 17, 2025.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be Determine

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Development Agreement - Continuum - SR.docx

Notice of Intent to Consider a DA- MH-Mailed-MDCL.pdf
MH Affidavit05.09.2025 .pdf
Public Notice - 06.04.2025 MDC Legal Ads.pdf
Notice of Intent to Consider a DA - Mailed and Advertised .pdf
Notice for Posting-Mailer 06.17.25 .pdf
Development Agreement - 6-10-25 SR.docx

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 1755 JFK Owner LLC ("1755 Owner") is the owner of the property located at 1755 79th Street, North Bay Village, Florida, identified for real property tax purposes as folio no. 23-3209-000-0110 (the "1755 Parcel"); and

WHEREAS, 1819 NBV Owner LLC ("1819 Owner") is the owner of the property located at 1819/1855 79th Street Causeway, North Bay Village, Florida, identified for real property tax purposes as folio no. 23-3209-000-0120 (the "1819 Parcel"); and

WHEREAS, 1755 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement, recorded in Official Records Book 33350 at Page 4236 of the Public Records of Miami-Dade County, Florida (the "Original 1755 Development Agreement"), as modified by that certain Amended and Restated Development Agreement recorded in Official Records Book 34065 at Page 1557 of the Public Records of Miami-Dade County, Florida (the "Modified 1755 Development Agreement"); and

WHEREAS, 1819 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement recorded in Official Records Book 34059 at Page 2387 of the Public Records of Miami-Dade County, Florida (the "1819 Development Agreement"); and

WHEREAS, 1755 Owner and 1819 Owner (both care of The Continuum Company LLC and collectively, the "Applicant") have submitted applications for a special area plan and site plan approval to modify previous development approvals (Resolution Nos. 2022-011A, 2022-091, and 2023-002) relating to the 1755 Parcel and the 1819 Parcel (collectively, the 1755 Parcel and 1819 Parcel are referred to herein as the "Property,"

the legal description of which is attached as Exhibit A to the Continuum Development Agreement, as defined below); and

WHEREAS, the Applicant proposes a project that would enable development of a two-phased mixed-use project that will include up to a total of: a) 547 residential units at a density of 150 units per acre; b) approximately 2,068,054 square feet of floor area; and c) approximately 8,000 square feet of civic and open space (the "Project"); and

WHEREAS, the Project provides for development of up to the lesser of 40 stories or 440 feet on the 1755 Parcel and up to the lesser of 60 stories or 600 feet on the 1819 Parcel; and

WHEREAS, on _____, the Village Commission adopted Ordinance No. 2025-___, approving the "Continuum Waterfront District Special Area Plan" ("Continuum SAP"), which rezoned the Property and amended the land development regulations applicable to the Property; and

WHEREAS, on _____, the Village Commission adopted Resolution No. 2025-XX approving the Site Plan application for the Property, which authorizes development of the Project subject to conditions, including but not limited to the approval of a development agreement (the "Site Plan")(the Site Plan is attached to the Development Agreement as Exhibit _____); and

WHEREAS, the Applicant is seeking a density of 150 units per acre to reach the proposed total number of residential units; and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus density and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard development agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the ULDC, and Sections 163.3221 through 163.3243, Florida Statutes, the Village and the Applicant have agreed to enter into a development agreement, substantially in the form attached hereto as Exhibit "A" (the "Continuum Development Agreement"), which memorializes entitlements, density bonus requirements, building area in the Project, and other requirements, and amends, restates, and supersedes the Modified 1755 Development Agreement and the 1819 Development Agreement; and

WHEREAS, in accordance with Section 163.3225, Florida Statutes, the Village Commission conducted two duly noticed public hearings on May 20, 2025 and _____ to consider the Continuum Development Agreement; and

WHEREAS, the Village Commission finds that the Continuum Development Agreement is consistent with the Village's Comprehensive Plan and Unified Land Development Code; and

WHEREAS, the Village Commission finds that it is in the public interest to address the issues covered by the Continuum Development Agreement in a comprehensive manner and at public hearings in compliance with all applicable laws, ordinances, plans, rules, and regulations of the Village while allowing the Applicant to proceed in the development of the Property in accordance with existing laws and policies, substantially in accordance with the terms set forth in the Continuum Development Agreement; and

WHEREAS, the Village Commission finds that entering into the Continuum Development Agreement is in the best interest and welfare of the residents of the Village, and desires to approve the Continuum Development Agreement and authorize the Village Manager to execute the Continuum Development Agreement with the Applicant in substantially the form attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That pursuant to Section 8.15 and Chapter 15 of the ULDC, and Sections 163.3221 through 163.3243, Florida Statutes, the Village Commission hereby approves the Continuum Development Agreement with the Applicant.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Continuum Development Agreement in substantially the form attached hereto as Exhibit "A" with the Applicant, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Continuum Development Agreement.

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by ___ who moved its adoption. The motion was seconded by ___ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of _____, 2025.

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT “A”
DEVELOPMENT AGREEMENT

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	**SECOND PUBLIC HEARING**
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126

Request Public Records

Public Hearing - Notice of Intent to Consider a Development Agreement

North Bay Village | Publish Date: May 7, 2025

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

Public Hearing - North Bay Village Commission Meeting

North Bay Village | Publish Date: May 7, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 20, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

Public Notice - Administrative Adjustments (Zone North)

Regulatory and Economic Resources | Publish Date: May 6, 2025

Pursuant to Section 33-36.1 of the Code of the County of Miami-Dade County, the Assistant Director of the Department of Regulatory and Economic Resources has approved with conditions the following adjustments for residences at the following addresses.

2025-05-07-nbv-notice-of-inter
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025/2025-05-07-nbv-notice-of-intent.pdf
All tools Edit Convert E-Sign
miamidade.... / 2025-05-07-nb...ce-of-intent
Share AI Assistant Sign in

NORTH BAY VILLAGE
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Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

9589 0710 5270 2143 5160 49

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Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Continuum West
Postmark Here
DA 1819

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

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U.S. Postal Service™
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For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Continuum West
Postmark Here
1755
DA

Sent To

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City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2143 5160 63

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$

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- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Continuum West
Postmark Here
1855
DA

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
31421	661001	Legal Display Ad-IPL02323480 - IPL0232348	Notice of Intent to Consi	3	8.50 in

Attention: Alba Chang

CITY OF NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY #300
North Bay Village, FL 33141

villageclerk@nbvillage.com

NORTH BAY VILLAGE
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Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, Mary Castro, who on oath says that he/she is Custodian of Records of the The Miami Herald, a newspaper published in Mlami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

1 insertion(s) published on:
05/09/25

Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 9th day of May in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County

AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC (BOTH C/O THE CONTINUUM COMPANY LLC) FOR THE PROPERTIES LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120) RELATING TO THE DEVELOPMENT OF A TWO-PHASED MIXED-USE PROJECT CONSISTING OF MULTIFAMILY HOUSING, CIVIC SPACE, HOTEL, RETAIL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE, ENTERTAINMENT, AND FOOD SERVICE ESTABLISHMENTS PURSUANT TO SECTIONS 163.3221 THROUGH 163.3243, FLORIDA STATUTES, AND SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 876 1077 0939** **PASSCODE: 393324**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE

LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Tuesday, June 24, 2025, through Friday, June 27, 2025, at the Hilton Orlando (Orange County), 6001 Destination Parkway, Orlando, Florida 32819. Members of the Miami-Dade County Board of County Commissioners may be in attendance. A complete list of scheduled meetings may be viewed at the following link:

Public Notice - North Bay Village Commission Meeting

North Bay Village | Publish Date: Jun 4, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

Public Notice - Public Hearing Item Cancellation

Miami-Dade Clerk of the Board | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Public Hearing item listed below, scheduled to be heard at the Miami-Dade County Board of County Commissioners Meeting on Tuesday, June 3, 2025, at 9:30 a.m., in the Commission Chambers, located on the second floor of the Stephen P. Clark Government Center, 111 N.W. First Street, Miami, Florida, 33128, has been CANCELLED.

Public Hearing - Environmental Quality Control Board (EQCB)

Regulatory and Economic Resources | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Environmental Quality Control Board (EQCB) will hold a public hearing on Thursday, June 12, 2025 at 1:30pm in the second floor training room of the Overtown Transit Village Building, 701 NW 1st Court, Florida, 33136.

2025-06-17-nbv-commission-m
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025-06-17-nbv-commission-mtg.pdf
01 - North Bay Villa... 01 - North Bay Villa... 02 - North Bay Villa... 03 - North Bay Villa... 05 - North Bay Villa... 08 - North Bay Villa... 10 - North Bay Villa... 10 - North Bay Villa... All Bookmarks
All tools Edit Convert E-Sign miamidade.... / 2025-06-17-nb...mmission-mtg Share Ask AI Assistant Sign in

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

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WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE

Ask AI Assistant Summarize this document
Inbox - IBetancourt@nb 2025 Advisory Board Me 2025-06-17-nbv-commi
587
6/5/2025

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

The proposed Development Agreement specifies the standards and conditions that will govern development of the property in connection with a site plan approval, including the following proposed uses, population densities, building intensities, and height:

- Multi-phased mixed-use development (multifamily residential housing, commercial, hotel/lodging, retail, and civic uses) including, overall:
  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	**SECOND PUBLIC HEARING**
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305-756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

Public Hearing - Notice of Intent to Consider a Development Agreement

North Bay Village | Publish Date: May 7, 2025

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

Public Hearing - North Bay Village Commission Meeting

North Bay Village | Publish Date: May 7, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 20, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

Public Notice - Administrative Adjustments (Zone North)

Regulatory and Economic Resources | Publish Date: May 6, 2025

Pursuant to Section 33-36.1 of the Code of the County of Miami-Dade County, the Assistant Director of the Department of Regulatory and Economic Resources has approved with conditions the following adjustments for residences at the following addresses.

111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126
Request Public Records

2025-05-07-nbv-notice-of-inter
Adobe Acrobat: PDF edit, convert, sign tools
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.miamidade.gov/resources/legal-ads/municipalities/north-bay-village/2025/2025-05-07-nbv-notice-of-intent.pdf
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Share AI Assistant Sign in

NORTH BAY VILLAGE
Notice of Public Hearings
Notice of Intent to Consider a Development Agreement

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider a Development Agreement for:

PROPERTY: Real property located at 1755 79th Street Causeway (Folio no. 23-3209-000-0110) (a/k/a Continuum West) and 1819/1855 79th Street Causeway (Folio no. 23-3209-000-0120) (a/k/a Continuum East), which are legally described in the surveys attached to the Application.

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  - 2,068,054 square feet of development (at a maximum Floor Lot Ratio (FAR) of 13.0)
  - 547 residential units (at a maximum density of 150 units/gross acre)
  - Building height
    - Continuum West: 40 stories/440 feet maximum.
    - Continuum East: 60 stories/600 feet maximum.

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
Tuesday, May 20, 2025 at 6:00 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**Tuesday, June 17, 2025 at 6:00 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

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Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in *The Miami Herald* on May 9, 2025
Mailed to affected property owners on May 9, 2025
Posted on publicly accessible website on May 9, 2025

9589 0710 5270 2143 5160 49

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- ☐ Return Receipt (electronic) $ _____
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- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

Continuum West
1819
DA

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

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OFFICIAL USE

Certified Mail Fee
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Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

Continuum West
1755
DA

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2143 5160 63

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

Postmark Here

Continuum West
1855
DA

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Village Commission
June 17, 2025 at 5:30 PM (*Ordinance on Second Reading*)

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

LOCATION: 1755 & 1819 Kennedy Causeway, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, TEXT AMENDMENT APPLICATION, AND A DEVELOPMENT AGREEMENT: The Applicant requests the Village's consideration and approval to proceed with a mixed-use, multi-family development on two parcels located at 1755 and 1819 Kennedy Causeway, covering approximately 3.652 acres. The project will feature a range of building heights, a hotel with related amenities, restaurants, entertainment, and shopping. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties. Pursuant to Section 163.3225, Florida Statutes, the Village Commission will hold a second public hearing to consider the Development Agreement, which will specify the standards and conditions that will govern development of the property in connection with the site plan approval and special area plan.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

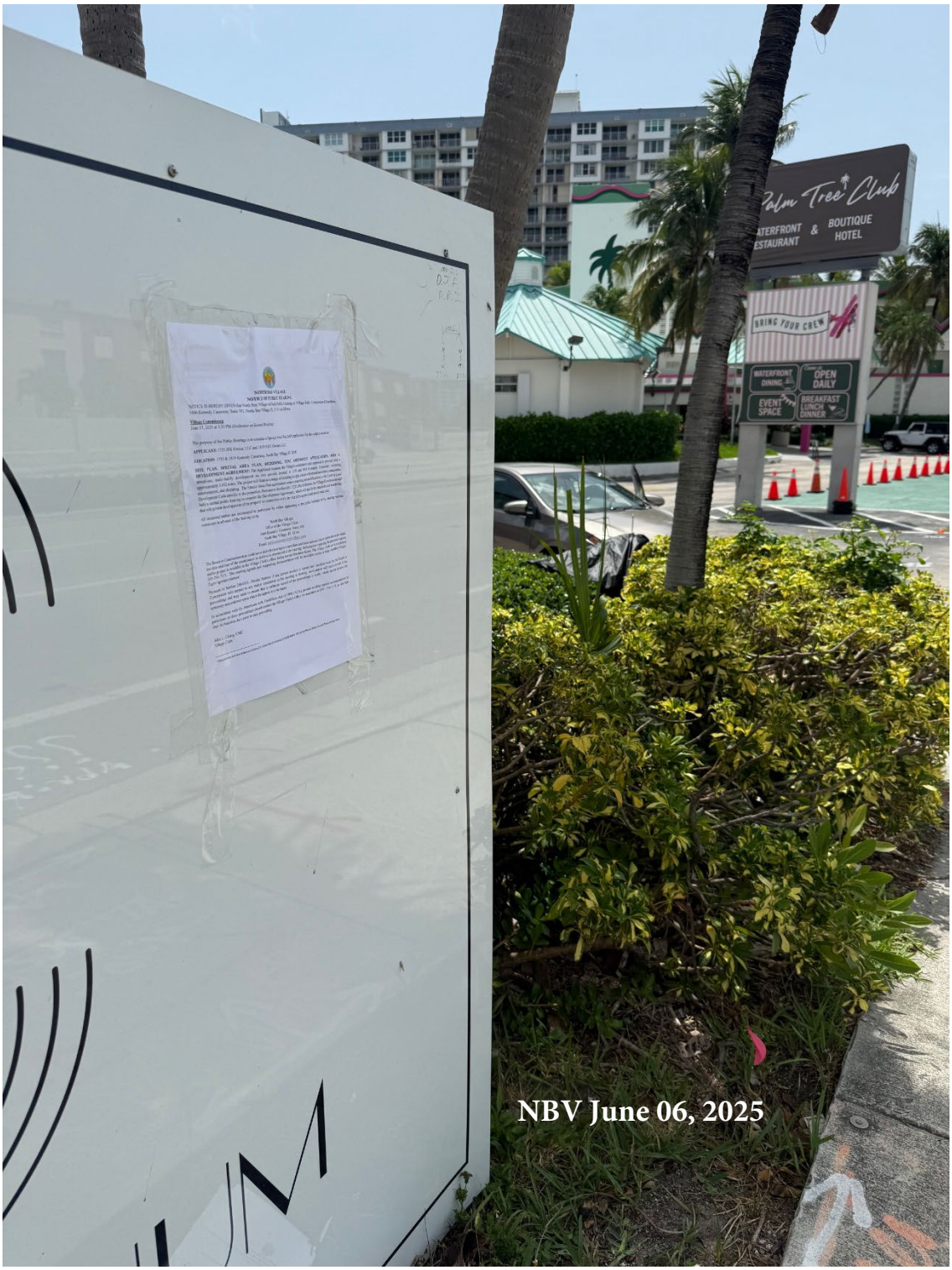
[1] The parcels are identified as Folios 23-3209-000-0110 and 23-3209-000-0120 by the Miami-Dade County Property Appraiser.



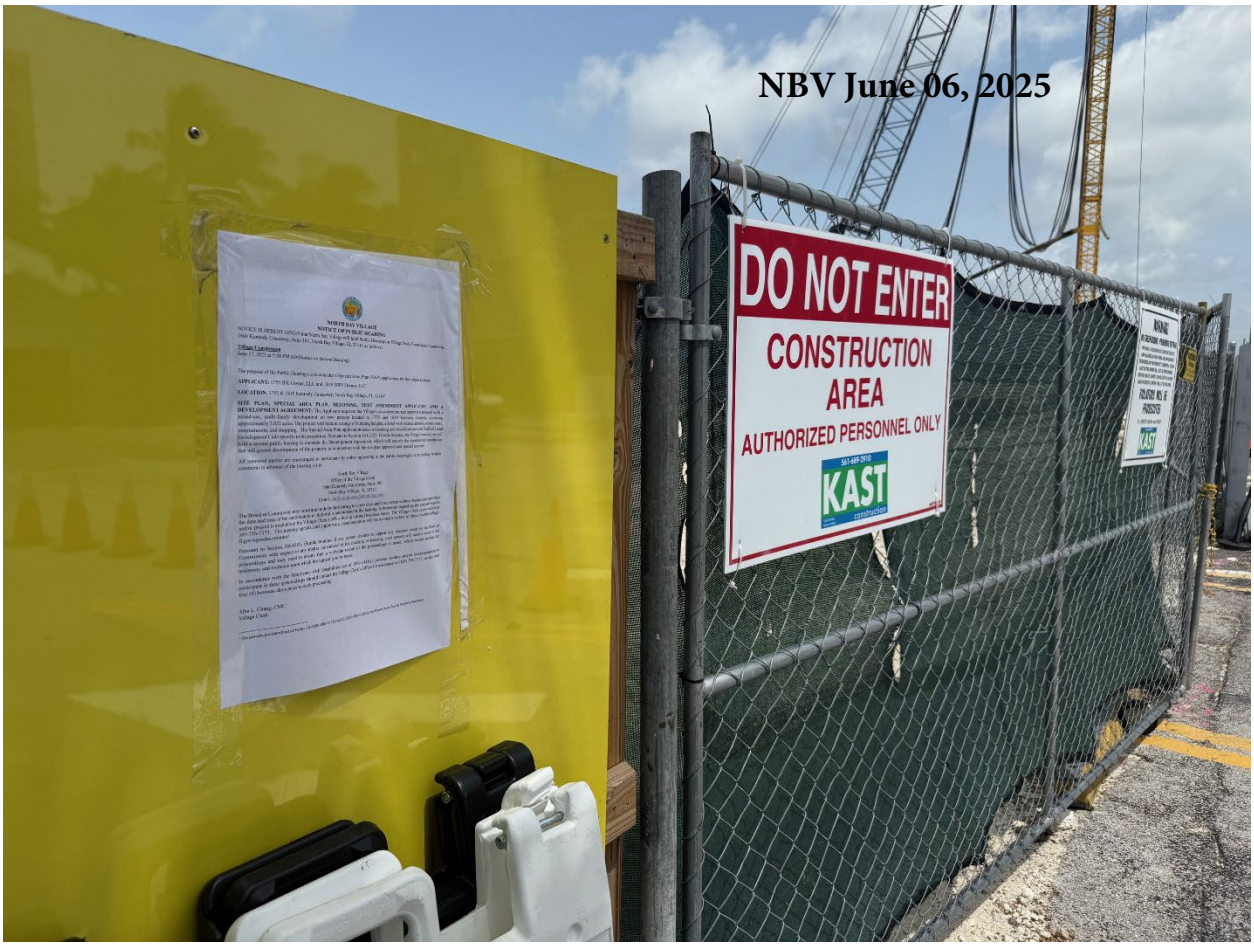
West side of Fence of 1755 JFK Causeway



East side of Fence of 1755 JFK Causeway



East corner fence of 1755 JFK Causeway and entrance to 1819-1855 JFK Causeway



East fence of 1755 JFK Causeway and parking of 1819-1855 JFK Causeway



Entrance to palm tree cub hotel at 1819-1855 JFK Causeway

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

June 6, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
SUBJECT: 1755 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0110

SUBJECT: 1819-1855 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0120

I affirm the notices were sent via First Class mail on 6/6/2025.

Sincerely,



Diana B. Rio

Total number of property owners without repetition: **528, including 6 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
ANTONIO FESTA	ANDREA YAYBEK		ALMIRANTE HARWOOD #6149	MONTEVIDEO CP 11500			URUGUAY
DIGNA MARIA JIMENEZ	RAMY CHOEB		7430 TERBOIS ST	SAINT LEONARD QC H1S 2M4			CANADA
DIGNA MARIA JIMENEZ JTRS	RAMY CHOEB JIMENEZ JTRS		7430 TERBOIS	MONTREAL QC H1S 2M4			CANADA
JOHN NASSAR	SANDRA NASSAR		2428 HENSALL ST	MISSISSAUGA ON L5A 2T2			CANADA
PULIZZI MASSIMILIANO			VIA FLOSA 663 B	MEDICINA BOLOGNA 40059			ITALY
RAMY CHOEB	DIGNA MARIA JIMENEZ		7430 TERBOIS	MONTREAL QC H1S 2M4			CANADA
1755 JFK OWNER LLC	C/O THE CONTINUUM COMPANY LLC		49 WEST 23 ST 4 FL	NEW YORK	NY	10010	USA
1800 BAY DRIVE PARTNERS LLC			1800 BAY DR	MIAMI BEACH	FL	33141	USA
1819 NBV OWNER LLC	C/O THE CONTINUUM COMP LLC		49 WEST 23 ST 4 FL	NEW YORK	NY	10010	USA
A 107 RENTALS LLC			2641 N FLAMINGO RD 304N	SUNRISE	FL	33323	USA
ABEL GONZALEZ			7901 HISPANOLA AVE 605	NORTH BAY VILLAGE	FL	33141	USA
ACD INVESTMENT GROUP LLC			7901 HISPANOLA AVE 902	NORTH BAY VILLAGE	FL	33141	USA
ADDI PROPERTIES LLC			1000 VENETIAN WAY 1404	SOUTH BEACH	FL	33139	USA
ADEL ACEBAL SUAREZ	IVELISE SOLA FERNANDEZ		1800 79 STREET CSWY A307	NORTH BAY VILLAGE	FL	33141	USA
ADITYA TELLA			7901 HISPANOLA AVE 810	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN COSTAS			1865 79 STREET CSWY #6D	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN ILCHITZKY			1865 79 STREET CSWY #10K	NORTH BAY VILLAGE	FL	33141	USA
ADRIANA CAMPA LOPEZ			1865 79 STREET CSWY PH H	NORTH BAY VILLAGE	FL	33141	USA
AJIT BAINS			102 ASPEN DR	WEST WINDSOR	NJ	08550	USA
AKAY LLC	C/O SELOGERAMIAMI		301 ARTHUR GODFREY RD	MIAMI BEACH	FL	33140	USA
ALBERTO VILLEGAS LE	REM JOSE RAFAEL CASTILLO RIVERA		7301 HARDING AVE 12	MIAMI BEACH	FL	33141	USA
ALEJANDRA GUEVARA			1865 79 STREET CSWY #7J	NORTH BAY VILLAGE	FL	33141	USA
ALEJANDRA SLATAPOLSKY	JAVIER GUSTAVO KITAIGORODSKY		3641 N 55 AVE	HOLLYWOOD	FL	33021	USA
ALEJANDRO MARTINEZ			1865 79 STREET CSWY 14A N	NORTH BAY VILLAGE	FL	33141	USA
ALEKSANDAR KOCMAR			162 ROSLYN PLACE	BLOOMINGDALE	IL	60108	USA
ALEX SCHRODER			133 NE 2 AVE #1901	MIAMI	FL	33132	USA
ALEX SCHRODER RIVERA			133 NE 2 AVE #1901	MIAMI	FL	33132	USA
ALEXANDER COVARRUBIAS			1865 79 STREET CSWY 3G	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRA MOLNAR			1865 79 STREET CSWY #12K	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRA WELCH			1700 KENNEDY CSWY #1708	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRE REMY	JENNIFER SCHONWETTER		7901 HISPANOLA AVE #1610	NORTH BAY VILLAGE	FL	33141	USA
ALICE DE MELLO KROFF BRAZAO			1700 KENNEDY CSWY #1811	NORTH BAY VILLAGE	FL	33141	USA
ALICIA M VALDIVIESO LE	REM STEPHANIE V PEREIRA LIMA	REM RENATA V PEREIRA LIMA	1523 BLUE RD	CORAL GABLES	FL	33146	USA
ALLIVEL M CHETTY			1865 79 STREET CSWY #15C	NORTH BAY VILLAGE	FL	33141	USA
ALTAGRACIA MUNOZ &H ORLANDO			17960 NW 68 AVE UNIT 22	MIAMI	FL	33015	USA
AMANDA NUNES			469 ILLINGTON RD	OSSINING	NY	10562-1005	USA
AMAURI DA MOTA	MARIA CRISTINA DA SILVA		1865 79 STREET CSWY 10I	NORTH BAY VILLAGE	FL	33141	USA
AMBER HELM			20 TORTUGA CAY	ALISO VIEJO	CA	92656	USA
AMIT BANERJEE	DENISE M BANERJEE		2201 BRENTFORD ST	LANCASTER	PA	17601-5609	USA
ANA CAIRNS			7901 HISPANOLA AVE 2002	NORTH BAY VILLAGE	FL	33141	USA
ANA ISABEL MATA			1790 79 ST CSWY B110	NORTH BAY VILLAGE	FL	33141	USA
ANA TEJEIRO	NELSON TEJEIRO		1770 79 ST CSWY #D-102	NORTH BAY VILLAGE	FL	33141	USA
ANA TERESA TAMBINI TRS	ANA TERESA TAMBINI LIVING TRUST		6800 SW 63 ST	SOUTH MIAMI	FL	33143	USA
ANDREW ROY LOIACONO			32A WESTLAND ST	METHUEN	MA	01844	USA
ANDROMACHI KAMVYSELLI	PETROS PYROVOLAKIS		7901 HISPANOLA AVE 1802	NORTH BAY VILLAGE	FL	33141	USA
ANDYS MEJIAS BAUJIN			1780 79 STREET CSWY C203	NORTH BAY VILLAGE	FL	33141	USA
ANGEL RODRIGUEZ	MIRIAM RODRIGUEZ		18 PLUM COURT	HIGHLAND MILLS	NY	10930	USA
ANGEL W GARCIA VILORIA			1770 79 STREET CSWY UNIT D115	NORTH BAY VILLAGE	FL	33141	USA
ANGELA MARIA PARRA	JOHN FLICKINGER		7901 HISPANOLA AVE 1405	NORTH BAY VILLAGE	FL	33141	USA
ANIBAL MORGADO	CLARIVEL MORGADO		1865 79 STREET CSWY 12I	NORTH BAY VILLAGE	FL	33141	USA

ANITA SAU FUN NG			7901 HISPANOLA AVE #1909	NORTH BAY VILLAGE	FL	33141	USA
ANNIA DE JESUS COBO			2005 55 AVE	VERO BEACH	FL	32966	USA
ANTONIO FERNANDEZ			1865 79 STREET CSWY #7O	NORTH BAY VILLAGE	FL	33141	USA
ANTONIO LONARDO	LIDIA COLOMBO		7901 HISPANOLA AVE 1011	NORTH BAY VILLAGE	FL	33141	USA
ANUSH DAWIDJAN LE	REM TARA LEIGH DAWIDJAN		7901 HISPANOLA AVE 1509	NORTH BAY VILLAGE	FL	33141	USA
ARBEE HOLDINGS ASSET INC			7901 HISPANOLA AVE #1805	NORTH BAY VILLAGE	FL	33141	USA
ARNOBIO FREIRE & MARCOS FREIRE &	MARCELO FREIRE		1700 KENNEDY CSWY #907	NORTH BAY VILLAGE	FL	33141	USA
ATAL PROP INC	C/O MARSHALL WATSON PA		1865 79 STREET CSWY #11F	NORTH BAY VILLAGE	FL	33141	USA
AUGUSTO M PENA			1800 79 ST CSWY A304	NORTH BAY VILLAGE	FL	33141	USA
AUGUSTO RAMIREZ			1865 79 STREET CSWY #12N	NORTH BAY VILLAGE	FL	33141	USA
B 202 RENTALS LLC			2641 N FLAMINGO RD 304N	SUNRISE	FL	33323	USA
B AND B JACK LLC			413 NE 191 ST STE 205	MIAMI	FL	33179	USA
BAILA ARONOVSKI LE	REM MAURO ARONOVSKI	REM ARNALDO ARONOVSKI	1865 79 STREET CSWY #10A	NORTH BAY VILLAGE	FL	33141	USA
BARBARA D BRENZINI DE VAZQUEZ			7901 HISPANOLA AVE 1501	NORTH BAY VILLAGE	FL	33141	USA
BARBARA ROSS LE	REM JEROME MILLER	REM RENEE MILLER	7901 HISPANOLA AVE UNIT 1609	NORTH BAY VILLAGE	FL	33141	USA
BELISA MORILLO			7901 HISPANOLA AVE #1903	NORTH BAY VILLAGE	FL	33141	USA
BENEDETTA INVERSIONES LLC			150 SE 2 AVE 1408	MIAMI	FL	33131	USA
BERNARDO BURSTEIN	EVA MARIA BURSTEIN		1865 79 STREET CSWY #6E	NORTH BAY VILLAGE	FL	33141	USA
BERTHA CAMINERO			1790 79 STREET CSWY #B208	NORTH BAY VILLAGE	FL	33141	USA
BLANCA E PAZ			1800 79 STREET CSWY #A205	NORTH BAY VILLAGE	FL	33141	USA
BLANCA E PAZ &	NIDIA E REYES JTRS		1790 79 STREET CSWY #B104	NORTH BAY VILLAGE	FL	33141	USA
BLED LLC			500 S POINTE DR STE 230	MIAMI BEACH	FL	33139	USA
BLUE DORILAND LLC			8 THE GREEN A	DOVER	DE	19901	USA
BOJAN PUSONJA			21 E HURON ST 2404	CHICAGO	IL	60611	USA
BOM CAMINHO LLC			1865 79 STREET CSWY UNIT 6K	NORTH BAY VILLAGE	FL	33141	USA
BOZO I LLC			101 HUDSON ST 25 FL	JERSEY CITY	NJ	07302	USA
BRAD E FRYAR			1865 79 STREET CSWY 6C	NORTH BAY VILLAGE	FL	33141	USA
BRENDA CAROL LAMBETH	LARRY J THORSON		7901 HISPANOLA AVE #1706	NORTH BAY VILLAGE	FL	33141	USA
BRITNEY BENJAMIN			1865 79 STREET CSWY 2K	NORTH BAY VILLAGE	FL	33141	USA
BRUNO TOLEDO MARINO			1865 79 STREET CSWY PHC	NORTH BAY VILLAGE	FL	33141	USA
CAMRON MURPHY			7901 HISPANOLA AVE 704	NORTH BAY VILLAGE	FL	33141	USA
CARLOS A RIVERO			1780 79 STREET CSWY #C306	NORTH BAY VILLAGE	FL	33141	USA
CARLOS ALVAREZ			1865 79 STREET CSWY #16B	NORTH BAY VILLAGE	FL	33141	USA
CARLOS S OLIVA LE	JEANNE GIORDANO OLIVA LE	REM DIANA OLIVA ALVAREZ	11112 GRIFFING BLVD	BISCAYNE PARK	FL	33161	USA
CARMEN A NARANJO LE	REM LUIS NARANJO		1770 79 STREET CSWY #D201	NORTH BAY VILLAGE	FL	33141	USA
CAROLINA GOMEZ			1865 79 ST CSWY 5L	NORTH BAY VILLAGE	FL	33141	USA
CASCOS HOMES LLC			2020 NE 163 ST 300D	MIAMI	FL	33162	USA
CATALINA INVESTMENTS LLC			5951 ALTON RD	MIAMI BEACH	FL	33140	USA
CAUE YAMADA FERREIRA			1700 KENNEDY CSWY #1209	NORTH BAY VILLAGE	FL	33141	USA
CESAR IZTURIS			7901 HISPANOLA AVE #607	NORTH BAY VILLAGE	FL	33141	USA
CHECK C ENG TRS	CHECK C AND ONEIDA B ENG FAMILY	WEALTH TRUST	8704 RAYBURN RD	BETHESDA	MD	20817	USA
CHERBER HOLDINGS INC			2775 NE 187 ST #124	AVENTURA	FL	33180	USA
CHRISTIAN A JAIME	MARITZA JAIME		1770 79 STREET CSWY D304	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER LEACOCK			7901 HISPANOLA AVE 1111	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER SMITH			7901 HISPANOLA AVE #1107	NORTH BAY VILLAGE	FL	33141	USA
CINTHIA TAICH			1801 S TREASURE DR 429	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALAVREZ	SANDRA GARCIA PARDO		1865 79 ST CSWY 9K	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALVAREZ			7928 WEST DR #PH3	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIO NAPOLITANO			9755 NW 52 ST APT 503	DORAL	FL	33178	USA
CLAUDIO SALA	RALUCA VASILICA IFTIME		2600 SW 27 AVE 508	MIAMI	FL	33133	USA
CLUP FLIPPER MIAMI LLC			7901 HISPANOLA AVE 1502	NORTH BAY VILLAGE	FL	33141	USA

COCARI LLC			1925 BRICKELL AVE #D2001	MIAMI	FL	33129	USA
CONCEPCION CUESTA 1			655 E 45 ST	HIALEAH	FL	33013-1921	USA
CONCORDIA REAL ESTATE LLC			650 NW 180 TER 103	PEMBROKE PINES	FL	33029	USA
CONSUELO PEREZ			1790 79 STREET CSWY B106	NORTH BAY VILLAGE	FL	33141	USA
CORALIA CUESTA			1865 79 STREET CSWY #5M	NORTH BAY VILLAGE	FL	33141	USA
COREY M NARSON	TODD M NARSON		7901 HISPANOLA AVE 602	NORTH BAY VILLAGE	FL	33141	USA
DALTON HABITAT INC			750 NE 63 ST #B 514	MIAMI	FL	33138	USA
DANIEL BLANARU	PHYLLIS TASHJIAN BLANARU		7901 HISPANOLA AVE 601	NORTH BAY VILLAGE	FL	33141	USA
DANIEL GONZALEZ			7901 HISPANOLA AVE 811	NORTH BAY VILLAGE	FL	33141	USA
DANIEL MAX AZICRI &W HELEN			541 EAST PARK AVE	LONG BEACH	NY	11561	USA
DANIELA C MONTANA			1770 79 STREET CSWY D212	NORTH BAY VILLAGE	FL	33141	USA
DAO RENTALS OF MIAMI INC			18520 NW 67 AVE STE 121	MIAMI	FL	33015	USA
DASMARY CRUZ ORTIZ	DAILEN ALVAREZ		1865 79 STREET CSWY 7D	NORTH BAY VILLAGE	FL	33141	USA
DAVID ANGEL AROCHO	AMANDA VICTORIA MORAN		953 OLYMPIA BLVD	STATEN ISLAND	NY	10306	USA
DAVID G TARR	LINDA H TARR		7901 HISPANOLA AVE 1102	NORTH BAY VILLAGE	FL	33141	USA
DAVID MARTINEZ			1770 79 STREET CSWY D109	NORTH BAY VILLAGE	FL	33141	USA
DAVID PANIAGUA &W ELIZABETH			1865 79 STREET CSWY #7H	NORTH BAY VILLAGE	FL	33141	USA
DAVIDE PACELLA			7901 HISPANOLA AVE 1211	NORTH BAY VILLAGE	FL	33141	USA
DAWN GARCEN			1865 79 STREET CSWY PH O	NORTH BAY VILLAGE	FL	33141	USA
DEANNA SHIFRIN	ROBIN BUCKNER		7901 HISPANOLA AVE 1704	NORTH BAY VILLAGE	FL	33141	USA
DEBORAH NEWCOMB			11722 CHANTICLEER CT	PENSACOLA	FL	32507-9166	USA
DEBRA BARRIENTOS	JULIO DANIEL DIAZ		1790 79 STREET CSWY B207	NORTH BAY VILLAGE	FL	33141	USA
DEBRA BARRIENTOS	JULIO DIAZ		7533 ADVENTURE AVE	NORTH BAY VILLAGE	FL	33141	USA
DIANA FRANCO			1865 79 STREET CSWY #5K	NORTH BAY VILLAGE	FL	33141	USA
DIANA M MENDEZ			9020 NE 8 AVE UNIT 1J	MIAMI SHORES	FL	33138	USA
DIMITRI HAACKE			7901 HISPANOLA AVE #1002	NORTH BAY VILLAGE	FL	33141	USA
DINA JACK KHAYYAT TRS	DINA JACK KHAYYAT REV TRUST		7928 WEST DR 911	NORTH BAY VILLAGE	FL	33141	USA
DIONICIA MABEL ARIAS			1865 79 STREET CSWY 1N	NORTH BAY VILLAGE	FL	33141	USA
DJIBOUTI LLC			701 BRICKELL AVE #2040	MIAMI	FL	33131	USA
DLJ MORTGAGE CAPITAL INC			3900 CAPITAL CITY BLVD	LANSING	MI	48906	USA
DORA C PEREZ			15606 SW 63 TERR	MIAMI	FL	33193-2802	USA
DORIS JOSEFINA NAVA DE LAGUNA			31 MOHAWK DR	UNIONVILLE	CT	06085	USA
DYLAS PROPERTY MANAGEMENT LLC			16518 FORESTLAKE DR	TAMPA	FL	33624	USA
DYNASTIC INTERNATIONAL LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
EDILENE SILLER			1770 79 STREET CSWY #D303	NORTH BAY VILLAGE	FL	33141	USA
EDWARD BARLETTA TRS	EDWARD BARLETTA REVOCABLE TR	MARIA R BARLETTA	1605 BAY DR	MIAMI BEACH	FL	33141	USA
EDWIN PAUL MONTEIRO JR			1865 79 STREET CSWY 11J	NORTH BAY VILLAGE	FL	33141	USA
EFREM PALMER			7901 HISPANOLA AVE 1707	NORTH BAY VILLAGE	FL	33141	USA
EL ARROYITO LLC			1865 79 STREET CSWY 10L	NORTH BAY VILLAGE	FL	33141	USA
EL ARROYITO LLC			1865 79 STREET CSWY #4B	NORTH BAY VILLAGE	FL	33141	USA
ELINOR HARRIS LE	REM ROSLIN PERICH		1790 79 STREET CSWY B303	NORTH BAY VILLAGE	FL	33141	USA
ELIZABETH G ABRAHAM			1865 79 STREET CSWY 7N	NORTH BAY VILLAGE	FL	33141	USA
ELSI ALAVA TRS	ALAVA FAMILY REVOCABLE TRUST		1780 79 STREET CSWY C302	NORTH BAY VILLAGE	FL	33141	USA
ENRIQUE IVAN MONSALVE TRS	THE MONSALVE RESTREPO RAMOS	FAMILY REVOCABLE TRUST	1087 BRYANT WAY	SUNNYVALE	CA	94087	USA
ERIKA DIANA SPACCAROTELLA			2707 NE 164 ST	N MIAMI BEACH	FL	33160-4002	USA
ERIN MOHRES			1865 79 STREET CSWY #6G	NORTH BAY VILLAGE	FL	33141	USA
ERNEST GAMBARO	MONICA GAMBARO		5550 LAGORCE DR	MIAMI BEACH	FL	33140	USA
ERNEST U GAMBARO			1700 KENNEDY CSWY #1908	NORTH BAY VILLAGE	FL	33141	USA
ERNESTO K ORDONEZ			1865 79 STREET CSWY APT 4A	NORTH BAY VILLAGE	FL	33141	USA
ERNESTO ZAMORA			1800 79 STREET CSWY #A309	NORTH BAY VILLAGE	FL	33141	USA
ESPEJAIME INVERSIONES INC			1865 79 STREET CSWY UNIT 12D	NORTH BAY VILLAGE	FL	33141	USA

ESPERANZA JAHRMARKT			7901 HISPANOLA AVE 2006	NORTH BAY VILLAGE	FL	33141	USA
EST OF MARIA E OCAMPO			1790 79 ST CSWY APT B306	NORTH BAY VILLAGE	FL	33141	USA
ESTHER J CARDONA			1865 79 STREET CSWY #15H	NORTH BAY VILLAGE	FL	33141	USA
ESTHER PERCAL LE	REM CARLOS RAMON FERNANDEZ		6330 PINETREE DR	MIAMI BEACH	FL	33141	USA
ESTMO LLC			1865 79 STREET CSWY #14D	NORTH BAY VILLAGE	FL	33141	USA
EUGENE CIOFFI			1865 79 STREET CSWY #11 I	NORTH BAY VILLAGE	FL	33141	USA
EUGENIO S LOPEZ			10780 SW 88 ST #E-15	MIAMI	FL	33176	USA
EULALIA ESCORCIA			1865 79 STREET CSWY 8H	NORTH BAY VILLAGE	FL	33141	USA
EUNICE W LARA			1865 79 STREET CSWY #1G	NORTH BAY VILLAGE	FL	33141	USA
EVA EXPOSITO			1865 79 STREET CSWY #7M	NORTH BAY VILLAGE	FL	33141	USA
EVANGELINA BALMORI			120 CONFEDERATE AVE	DANVILLE	VA	24541	USA
EVELIO HORTA JR			1865 79 STREET CSWY #6I	NORTH BAY VILLAGE	FL	33141	USA
EVELYN TIEDEMANN			369 MAHOGANY DR	KEY LARGO	FL	33037	USA
EZEBEL LLC			304 INDIAN TRACE #507	WESTON	FL	33326	USA
FABIAN BENITO	JACQUELINA M CASADIDIO		42 GOLFVIEW CT	ROTON DE WEST	FL	33947	USA
FABIO DENTINO			1780 79 STREET CSWY #C 104	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO ZAMORA			1800 79 STREET CSWY A208	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO ZAMORA			1800 79 STREET CSWY #A311	NORTH BAY VILLAGE	FL	33141	USA
FERMIN L DE VALES			7524 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
FIMAR INVEST INC			21125 NE 3 CT	MIAMI	FL	33179	USA
FLAVIO LAURENT & DIANA HOYOS			1865 79 STREET CSWY #4J	NORTH BAY VILLAGE	FL	33141	USA
FLOR MARIA SOLANO	JULIA ISABEL PENA		1790 79 STREET CSWY #B301	NORTH BAY VILLAGE	FL	33141	USA
FLORA LUISA HEREU	SANDRA PEREZ		1865 79 STREET CSWY 16H	NORTH BAY VILLAGE	FL	33141	USA
FRANCISCO A ALVAREZ	ROSENDO A ALVAREZ		8004 NW 154 ST #298	MIAMI LAKES	FL	33016	USA
FRANCISCO ALMEIDA &W	MARIA F ALMEIDA		1865 79 STREET CSWY #4H	NORTH BAY VILLAGE	FL	33141	USA
FRANCISCO J ALTUNA			1770 79 STREET CSWY #D111	NORTH BAY VILLAGE	FL	33141	USA
FRANK PEREZ GONZALEZ			1770 79 STREET CSWY D314	NORTH BAY VILLAGE	FL	33141	USA
FREDERIC AND BRICE LLC			1865 79 STREET CSWY 6J	NORTH BAY VILLAGE	FL	33141	USA
FREDY AVISAI DIAZ	THAISME DIAZ		4200 MARYLAND CT	MIDDLETOWN	MD	21769	USA
FVZ L L C			3370 NE 190 ST #2813	AVENTURA	FL	33180	USA
GABRIEL BARBAT	ANA DOMINGUEZ		2655 COLLINS AVE #2108	MIAMI BEACH	FL	33140	USA
GABRIEL BARBAT	ANA DOMINGUEZ		1800 79 STREET CSWY #A202	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL CAROLI			1770 79 STREET CSWY D307	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL CAROLI VARGAS			1770 79 STREET CSWY D307	NORTH BAY VILLAGE	FL	33141	USA
GABRIELA ESTHER DEPILLIS			8000 WEST DR 605	NORTH BAY VILLAGE	FL	33141	USA
GABRIELA HEMMERDE VECCO			5750 COLLINS AVE APT 4B	MIAMI BEACH	FL	33140	USA
GAIL M SOLIS	IVAN SOLIA		110 SEAVER CIRCLE	BRIDGEPORT	CT	06606	USA
GENNARO PULEO			1780 79 STREET CSWY APT C211	NORTH BAY VILLAGE	FL	33141	USA
GEORGE KALIL III			9200 SW 212 TER	CUTLER BAY	FL	33189-3832	USA
GEORGE MCMILLIAN &W MARGARET			100 S BIRCH ROAD #1906	FORT LAUDERDALE	FL	33316	USA
GERARDO ALVAREZ &W PAULA &	RAFAEL ALVAREZ		2930 POINT EAST DR #E505	AVENTURA	FL	33160-2685	USA
GERARDO ALVAREZ &W PAULA LE	REM RAFAEL ALVAREZ		2930 POINT EAST DR #E505	NO MIAMI BEACH	FL	33160-2685	USA
GG DEVELOPMENT & INVESTMENT LLC			1200 WEST AVE PH 14	MIAMI BEACH	FL	33139	USA
GIGI LAND INC			3 FAIRLAWN DR	DEER PARK	NY	11729	USA
GILBERTO SANCHEZ &W BEATRIZ			1865 79 STREET CSWY #9M	NORTH BAY VILLAGE	FL	33141	USA
GINA HICKEY			1700 KENNEDY CSWY #1207	NORTH BAY VILLAGE	FL	33141	USA
GIOVANNI TUMMOLILLO	BERTHA ELENA TUMMOLILLO		7901 HISPANOLA AVE 711	NORTH BAY VILLAGE	FL	33141	USA
GISELA PEREZ			1790 79 STREET CSWY B 305	NORTH BAY VILLAGE	FL	33141	USA
GISELE BEAUVOIR			1865 79 STREET CSWY #12M	NORTH BAY VILLAGE	FL	33141	USA
GLADYS LOPEZ-TRIGO			70 SHORE DR WEST	MIAMI	FL	33133	USA
GLENN S (EST OF) & VIOLET SAMBERG			1770 79 STREET CSWY #D202	NORTH BAY VILLAGE	FL	33141	USA

GLOBAL INVESTMENT AND	ASSOCIATES LLC		311 9 ST	HALLANDALE BEACH	FL	33009	USA
GLORIA C RESTREPO			1800 79 ST CSWY A302	NORTH BAY VILLAGE	FL	33141	USA
GOLDEN SEA RTM LLC			1865 79 STREET CSWY 2L	NORTH BAY VILLAGE	FL	33141	USA
GOOD HOMES USA GROUP INC			1800 79 STREET CSWY A207	NORTH BAY VILLAGE	FL	33141	USA
GORAN CUK			7901 HISPANOLA AVE UNIT 1401	NORTH BAY VILLAGE	FL	33141	USA
GREGORY DANENBERG			215 E 95 ST #34H	NEW YORK	NY	10128	USA
GREGORY HOFFMAN			16395 BISCAYNE BLVD #1805	NORTH MIAMI BEACH	FL	33160	USA
GREY HOLDINGS INC			2775 NE 187 ST #124	AVENTURA	FL	33180	USA
GUILLERMO FERNANDEZ			2771 VILLAGE GREEN DR	MIAMI	FL	33175-2359	USA
GUILLERMO GARCIA &W MARICELA			1710 S TREASURE DR	NORTH BAY VILLAGE	FL	33141	USA
GUSTAVO ADOLFO BALMACEDA			7901 HISPANOLA AVE 1009	NORTH BAY VILLAGE	FL	33141	USA
GUSTAVO QUINTINI LE	REM ANTONIETA AVELEDO		7901 HISPANOLA AVE #709	NORTH BAY VILLAGE	FL	33141	USA
HARCHER BATRAVIL			7901 HISPANOLA AVE 706	NORTH BAY VILLAGE	FL	33141	USA
HECTOR HUGO DELLA GIOVANNA			1865 79 ST CSWY	NORTH BAY VILLAGE	FL	33141	USA
HECTOR J MORENO LE	REM BARBARA MORENO		6423 COLLINS AVE #610	MIAMI BEACH	FL	33141	USA
HELTON ORTIZ BARBOSA			1865 79 STREET CSWY APT 12B	NORTH BAY VILLAGE	FL	33141	USA
HENRY SPRING JR			7901 HISPANOLA AVE APT 1507	NORTH BAY VILLAGE	FL	33141	USA
HERNAN CARLOS GREVE			7901 HISPANOLA AVE 912	NORTH BAY VILLAGE	FL	33141	USA
HIDRO CIVIL INDUSTRIAS LLC			1700 KENNEDY CSWY #1611	NORTH BAY VILLAGE	FL	33141	USA
HLB 2 PROPERTIES LLC			15935 NW 82 CT	MIAMI LAKES	FL	33016	USA
IA LOVE LLC			7928 EAST DR UNIT 904	NORTH BAY VILLAGE	FL	33141	USA
IGNACIO MAGAN SANCHEZ	MARIA EUGENIA MADRIZ HERNANDEZ		1865 79 STREET CSWY PHN	NORTH BAY VILLAGE	FL	33141	USA
IK 91015A LLC			1150 KANE CONCOURSE 2FL	BAY HARBOR ISLANDS	FL	33154	USA
ILEANA A PEREZ			1800 79 STREET CSWY #A103	NORTH BAY VILLAGE	FL	33141	USA
ILIYA KHRAMOV LE	REM ANTON KHRAMOV		7901 HISPANOLA AVE 1412	NORTH BAY VILLAGE	FL	33141	USA
INGRID E MASON			1865 79 ST CSWY #14J	NORTH BAY VILLAGE	FL	33141	USA
ISAAC ROMAN			1780 79 STREET CSWY C20	NORTH BAY VILLAGE	FL	33141	USA
ISRAEL & ESTER SANTA MARIA			1865 79 STREET CSWY #2M	NORTH BAY VILLAGE	FL	33141	USA
ISRAEL DANIEL SULTAN	ROSELYNE SULTAN		7901 HISPANOLA AVE 1912	NORTH BAY VILLAGE	FL	33141	USA
IVAN BURGUENO	OLGA LOPEZ		1865 79 STREET CSWY 15E	NORTH BAY VILLAGE	FL	33141	USA
IVAN MORALES &W DAYAMI			1770 79 STREET CSWY #D101	NORTH BAY VILLAGE	FL	33141	USA
IVENS CORPORATION			800 71 ST #2 FLOOR	MIAMI BEACH	FL	33141	USA
IVETTE DELGADO			1024 NE 144 ST	MIAMI	FL	33161	USA
IVETTE DELGADO			7601 E TREASURE DR PH 118	NORTH BAY VILLAGE	FL	33141	USA
IVETTE WEDDLE	ROY WEDDLE		7901 HISPANOLA AVE #1807	NORTH BAY VILLAGE	FL	33141	USA
JAIME BAKER			34 41 85 ST 4M	FLUSHING	NY	11372	USA
JAMES FRENCH			1865 79 STREET CSWY PH-I	NORTH BAY VILLAGE	FL	33141	USA
JAMES GLANTZ			7901 HISPANOLA AVE 2011	NORTH BAY VILLAGE	FL	33141	USA
JAMIE M ARDEN			7901 HISPANOLA AVE 1410	NORTH BAY VILLAGE	FL	33141	USA
JAVIER ALBERTO ROMANO	PATRICIA MARIA ROMANO		7901 HISPANOLA AVE APT 1001	NORTH BAY VILLAGE	FL	33141	USA
JAVIER MORERA			3801 NE 170 ST #A-5	NORTH MIAMI BEACH	FL	33160-3169	USA
JAY ASHKANOZY			1865 79 ST CSWY #12-F	NORTH BAY VILLAGE	FL	33141	USA
JEAN ANDREE REJAS	HEYDY ALEJANDRA REJAS		7951 NE BAYSHORE CT #1402	MIAMI	FL	33138	USA
JEAN MICHEL DAVID WUETHRICH LE	REM JEAN M DAVID WUETHRICH TRS	REM JEAN M DAVID WUETHRICH LIV TR	7901 HISPANOLA AVE 2008	NORTH BAY VILLAGE	FL	33141	USA
JEFFREY A KATZ			21500 HALBURTON ROAD	BEACHWOOD	OH	44122	USA
JENNIEKE G ASTOR			1865 79 ST CSWY 3H	NORTH BAY VILLAGE	FL	33141	USA
JENNY RONDON			1770 79 STREET CSWY #D305	NORTH BAY VILLAGE	FL	33141	USA
JITENDRA SOOKLALL			369 DEER PARK ROAD	DIX HILLS	NY	11746	USA
JOAQUIN VIRUE LE	ROSA M VIRUE LE	REM CONCEPCION RABINOVICH	428 NE 90 ST	EL PORTAL	FL	33138	USA
JOEL BARRY MARGOLIS			1780 79 ST CSWY #314 BLDG C	NORTH BAY VILLAGE	FL	33141	USA
JOEL HOLTZMAN			1865 79 STREET CSWY #6A	NORTH BAY VILLAGE	FL	33141	USA

JOEL LUBIN			7901 HISPANOLA AVE UNIT 1705	NORTH BAY VILLAGE	FL	33141	USA
JOEL M ELLISON			5500 COLLINS AVE APT 402	MIAMI BEACH	FL	33140-5530	USA
JOEL WEITZMAN			166-42 22ND	WHITESTONE	NY	11357	USA
JOHANNY FERREIRA	RUBEN RABINO		1731 ANNANDALE CIR	ROYAL PALM BEACH	FL	33411	USA
JOHN PARDI &W	GLADYS PARDI		1700 KENNEDY CSWY #1711	NORTH BAY VILLAGE	FL	33181	USA
JOHN PARDI TRS	JOHN PARDI REVOCABLE TR		7901 HISPANOLA AVE 1711	NORTH BAY VILLAGE	FL	33141	USA
JOHN SAKAL			7901 HISPANOLA AVE 1112	NORTH BAY VILLAGE	FL	33141	USA
JORGE L BRITO	LIANEL M BRITO		186 NORMANDY DR	TAVERNIER	FL	33070	USA
JOSE DEL RIO	MARIA GAITAN		9440 W FLAGLER ST #105	MIAMI	FL	33174	USA
JOSE R PINTO			1790 79 STREET CSWY #B203	NORTH BAY VILLAGE	FL	33141	USA
JOSE VALERA			1865 79 STREET CSWY 9N	NORTH BAY VILLAGE	FL	33141	USA
JOSE VALVERDE LE	MYRA ALEIDA GREGORIO LE	REM JORGE GOMEZ	1865 79 STREET CSWY 4M	NORTH BAY VILLAGE	FL	33141	USA
JOSELY BARRIAL			1865 79 STREET CSWY #4F	NORTH BAY VILLAGE	FL	33141	USA
JOSEPH M GRECO			7516 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
JUAN C PEREZ			1568 NORMANDY DR	MIAMI BEACH	FL	33141	USA
JUAN DAVID HERNANDEZ	NATALIA BOLIVAR		1865 79 STREET CSWY 8N	NORTH BAY VILLAGE	FL	33141	USA
JUAN DIEGO PINTO	VANESSA BENTUE JACCOUD		7901 HISPANOLA AVE UNIT 1709	NORTH BAY VILLAGE	FL	33141	USA
JUAN JOSE CASAIS			1700 KENNEDY CSWY #1701	NORTH BAY VILLAGE	FL	33140	USA
JUANA PEREZ			3822 NW 58 CT	VIRGINIA GARDENS	FL	33166	USA
JUDITH LOIS DRESDEN LOFT TRS	JUDITH L DRESDEN LOFT FAM TR		7901 HISPANOLA AVE 802	NORTH BAY VILLAGE	FL	33141	USA
JULDIN LLC			333 N SHORE DR	MIAMI BEACH	FL	33141	USA
JULIO LLONA & MARIA E BENAGLIA			1865-79 ST CSWY #5A	NORTH BAY VILLAGE	FL	33141	USA
KAREL DIAZ REYES	ANNEYD AVALOS PENA		7901 HISPANOLA AVE 1803	NORTH BAY VILLAGE	FL	33141	USA
KARLA C DOS SANTOS			7901 HISPANOLA AVE #2007	NORTH BAY VILLAGE	FL	33141	USA
KEITH B MCKENZIE			1700 KENNEDY CSWY #2003	NORTH BAY VILLAGE	FL	33141	USA
KEITH T FORRESTER	SHARON MERRIL FORRESTER		7901 HISPANOLA AVE APT 1106	NORTH BAY VILLAGE	FL	33141	USA
KELLIE PETERSON			5620 SW 119 AVE	COOPER CITY	FL	33330-3351	USA
KELLY ANN LOMANGINO			1780 79 STREET CSWY C210	NORTH BAY VILLAGE	FL	33141	USA
KENDRA FLORES BATINEH			1865 79 STREET CSWY 1-I	NORTH BAY VILLAGE	FL	33141	USA
KENNEDY HOUSE CONDO HOLDINGS LLC			5121 SW 87 AVE	MIAMI	FL	33165	USA
KENNETH PEREZ			601 NW 208 CIR	PEMBROKE PINES	FL	33029-2136	USA
KERRY ALLEN			1700 KENNEDY CSWY 1010	NORTH BAY VILLAGE	FL	33141	USA
KEVIN COLIN	CYNTHIA COLIN		7901 HISPANOLA AVE 1101	NORTH BAY VILLAGE	FL	33141	USA
KEY OCEAN LLC			13899 BISCAYNE BLVD STE 222	NORTH MIAMI BEACH	FL	33181	USA
KFG PROPERTIES LLC			16 CLOVERFIELD DR	LOUDONVILLE	NY	12211	USA
KIAN WONG			7901 HISPANOLA AVE 603	NORTH BAY VILLAGE	FL	33141	USA
KIM CAIRINS	VALENTINA CAIRINS		7901 HISPANOLA AVE 608	NORTH BAY VILLAGE	FL	33141	USA
KK 16 LLC			1150 KANE CONCOURSE 2ND FLR	BAY HARBOR ISLANDS	FL	33154	USA
KRISTIANI LINS			1865 79 STREET CSWY 16K	NORTH BAY VILLAGE	FL	33141	USA
KUNIOKA INVESTMENTS LLC			2200 NE 33 AVE 15K	FORT LAUDERDALE	FL	33305	USA
LAMBROS REAL ESTATE LLC			7901 HISPANOLA AVE 1905	NORTH BAY VILLAGE	FL	33141	USA
LEONARDO D SCHIAFFINO	OSVALDO SCHIAFFINO	DIONIGI DAMIAN SCHIAFFINO	1820 SW 2 AVE	MIAMI	FL	33129	USA
LEONARDO DAVID SCHIAFFINO			1770 79 STREET CSWY #D311	NORTH BAY VILLAGE	FL	33141	USA
LEONEL D CAMACHO	MARIA E CAMACHO		1700 KENNEDY CSWY #1105	NORTH BAY VILLAGE	FL	33141	USA
LEONEL D CAMACHO	MARIA E CAMACHO		7901 HISPANOLA AVE #1105	NORTH BAY VILLAGE	FL	33141	USA
LEONILA URREGO			1770 79 ST CSWY APT D309	NORTH BAY VILLAGE	FL	33141	USA
LEONOR E ALBORNOZ LINARES			1549 NE 110 ST	MIAMI	FL	33161	USA
LEXI 2009 LLC			304 INDIAN TRACE #507	WESTON	FL	33326	USA
LEXI 708 LLC			7901 HISPANOLA AVE 2008	NORTH BAY VILLAGE	FL	33141	USA
LEXI DEVELOPMENT CO INC			7301 SW 57 CR STE 565	SOUTH MIAMI	FL	33143	USA
LEYLA GOMEZ	RAFAEL COMENSANA		1865 79 STREET CSWY 6M	NORTH BAY VILLAGE	FL	33141	USA

LEYLA GOMEZ	RAFAEL COMESANA		1865 79 STREET CSWY 14L	NORTH BAY VILLAGE	FL	33141	USA
LIGHT777 LLC			1770 79 ST CSWY #D310	NORTH BAY VILLAGE	FL	33141	USA
LILIANA P DODD			1865 79 STREET CSWY 11A	NORTH BAY VILLAGE	FL	33141	USA
LISA HALLORAN			7935 EAST DR 404	NORTH BAY VILLAGE	FL	33141	USA
LOHM PROPERTIES INC			20621 NE 7 CT	MIAMI	FL	33179	USA
LOLISCO LLC			8500 W FLAGLER ST STE B 209	MIAMI	FL	33144	USA
LORENA P GUARDAMAGNA			1700 KENNEDY CSWY #701	NORTH BAY VILLAGE	FL	33141	USA
LOURDES Z MENESES	YOLANDA MENESES		105 SW 96 CT #A	MIAMI	FL	33174-2000	USA
LUCIA BOVIO			1865 79 STREET CSWY APT 6B	NORTH BAY VILLAGE	FL	33141	USA
LUCIANA D PAVAN			1700 KENNEDY CSWY UNIT 803	NORTH BAY VILLAGE	FL	33141	USA
LUCIANO P COTTINO ROUX			11010 NW 30 ST STE 104 CCS-14282	MIAMI	FL	33172-5032	USA
LUIS ALFONSO BORREGO JTRS	HERMAN LUIS PLASENCIA JTRS		8525 SW 68 ST	MIAMI	FL	33143-2437	USA
LUIS ALFONSO SOSA	MARISA ARTUS		7901 HISPANOLA AVE #905	NORTH BAY VILLAGE	FL	33141	USA
LUIS ALFREDO NARANJO	LORENA PATRICIA DRYDEN		1790 79 STREET CSWY B205	NORTH BAY VILLAGE	FL	33141	USA
LUIS ALFREDO NARANJO			3316 KEENLAND RD	MARIETTA	GA	30062	USA
LUIS ANDRES RITTER ZAMORA	CARLY VIVIANA ARIAS PARAVICINI		1865 79 STREET CSWY UNIT 3J	NORTH BAY VILLAGE	FL	33141	USA
LUIS FERNANDO TORO JTRS	PAOLA ANDREA TORO JTRS		7411 BEACHVIEW DR	NORTH BAY VILLAGE	FL	33141	USA
LUIZ B CANTO	MAURIEN L SOARES		1865 79 STREET CSWY #5E	NORTH BAY VILLAGE	FL	33141	USA
LURPIAZO LLC			6001 SW 70 ST 543	SOUTH MIAMI	FL	33143	USA
LYNNE MARY LANDAU			1700 KENNEDY CSWY #1408	NORTH BAY VILLAGE	FL	33141	USA
MAGALYS AMORES	ARMANDO AMORES		1790 79 STREET CSWY B304	NORTH BAY VILLAGE	FL	33141	USA
MAGDALENA CABRAL			1790 79 STREET CSWY APT B201	NORTH BAY VILLAGE	FL	33141	USA
MAICER IZTURIS			1700 KENNEDY CSWY #606	NORTH BAY VILLAGE	FL	33141	USA
MAISIE MARGUILES LE	REM DAVID DARCEY &W JANICE		12619 SHOAL CREEK TERR	BELTSVILLE	MD	20705	USA
MALCOLM L GONZALES			7901 HISPANOLA AVE 1504	NORTH BAY VILLAGE	FL	33141	USA
MALLORCA INVESTMENTS GROUP LLC			901 PONCE DE LEON BLVD STE 204	CORAL GABLES	FL	33134	USA
MANFRED KLAUS GROTH	LISET GROTH		7901 HISPANOLA AVE 1005	NORTH BAY VILLAGE	FL	33141	USA
MANUEL ANTUNA &W	SUZANNE BELL ANTUNA		7901 HISPANOLA AVE #1006	NORTH BAY VILLAGE	FL	33141	USA
MARCELO TERAN JR			1780 79 STREET CSWY C206	NORTH BAY VILLAGE	FL	33141	USA
MARCO SALOMONE			1865 79 STREET CSWY #5C	NORTH BAY VILLAGE	FL	33141	USA
MARCOS ANTONIO ESCANDELL			1141 FALCON AVE	MIAMI	FL	33166	USA
MARCOS DE ALBUQUERQUE	JOSEPH B PILERI		7901 HISPANOLA AVE 712	NORTH BAY VILLAGE	FL	33141	USA
MARIA DAVILA			521 SW 89 AVE	MIAMI	FL	33174-2451	USA
MARIA DE LOS ANGELES JONES			6900 BAY DR 6A	MIAMI BEACH	FL	33141	USA
MARIA DEL CARMEN ROZZO			1800 79 STREET CSWY #A306	NORTH BAY VILLAGE	FL	33141	USA
MARIA F & LILY GAITAN JTRS			9440 W FLAGLER ST #105	MIAMI	FL	33174	USA
MARIA FERNANDA GOMES LEAL			1865 79 STREET CSWY APT 4E	NORTH BAY VILLAGE	FL	33141	USA
MARIA FIORELLA BLANCO			1865 79 STREET CSWY 8G	NORTH BAY VILLAGE	FL	33141	USA
MARIA J FRIEDOPFER			1865 79 STREET CSWY #PHG	NORTH BAY VILLAGE	FL	33141	USA
MARIA MENDONCA FREITAS TRS	THE MARIA MENDONCA FREITAS REV TR		1865 79 STREET CSWY PHB	NORTH BAY VILLAGE	FL	33141	USA
MARIA PATRICIA OLIVARES			1780 79 STREET CSWY #C101	NORTH BAY VILLAGE	FL	33141	USA
MARIA V KRAUS			1865 79 STREET CSWY #6F	NORTH BAY VILLAGE	FL	33141	USA
MARIEL G LEMA			4354 SW 13 ST	MIAMI	FL	33134	USA
MARIO AVERHOFF LE	REM PAULA AVERHOFF		255 GALEN DR 3F	KEY BISCAYNE	FL	33149	USA
MARIO G MARTINEZ			1800-79 ST CSWY #A-101	NORTH BAY VILLAGE	FL	33141	USA
MARIO JULY KONG SAN RIVERA			1865 79 STREET CSWY 3I	NORTH BAY VILLAGE	FL	33141	USA
MARIO NIEDBALSKI	JOSE RAFAEL CASTILLO		1865 79 STREET CSWY #10E	NORTH BAY VILLAGE	FL	33141	USA
MARION & MONICA WOOD			PO BOX 11688	MARINA DEL REY	CA	90295	USA
MARISA ANAI ARTUS MARCHETTI	LUIS ALFONSO SOSA		7901 HISPANOLA AVE 908	NORTH BAY VILLAGE	FL	33141	USA
MARK JAY EISENBERGER TRS	MARC JAY EISENBERGER LIVING TRUST		365 OCEAN BLVD UNIT 204	LONG BRANCH	NJ	07740	USA
MARK TRACH			1865 79 STREET CSWY #11O	NORTH BAY VILLAGE	FL	33141	USA

MARLENE PORTUONDO			7540 BOUNTY AVE	NORTH BAY VILLAGE	FL	33141	USA
MARNIC LLC			3600 UNIVERSITY PARK LANE	IRVING	TX	75062	USA
MARTA HERNANDEZ LE	REM MARTA MARIA RUIZ		7200 MIAMI LAKEWAY S	MIAMI LAKES	FL	33015	USA
MARTHA BOYLE			1800 79 STREET CSWY #A110	NORTH BAY VILLAGE	FL	33141	USA
MARVIAL LLC			18628 SW 50 CT	MIRAMAR	FL	33029	USA
MARY CARMEN MARSICANO DE CASAIS			1700 KENNEDY CSWY #1503	NORTH BAY VILLAGE	FL	33141	USA
MAURO SIVIERI			1865 79 STREET CSWY 8L	NORTH BAY VILLAGE	FL	33141	USA
MAYRA J VALDES			1770 79 STREET CSWY #D208	NORTH BAY VILLAGE	FL	33141	USA
MERCEDES OTEIZA			1865 79 STREET CSWY #7E	NORTH BAY VILLAGE	FL	33141	USA
MG PROSPER NBV LLC			301 ALMERIA AVE 330	CORAL GABLES	FL	33134	USA
MIAMI KA REAL ESTATE LP			3264 SO UNIVERSITY DR	MIRAMAR	FL	33021	USA
MICHAEL ALAN CHAZEN			1865 79 STREET CSWY 3F	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL EDWARD DUELL	MARIBEL HART		1865 79 STREET CSWY 14M	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL RYAN &W KAREN RUMBERG			10 W 15 ST #1114	NEW YORK	NY	10011	USA
MICHAEL SABBAH	CHRISTIANE J RENOU SABBAH		7901 HISPANOLA AVE 1602	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL THOMAS BIELER			150 CHELTENHAM RD	WEST BABYLON	NY	11704	USA
MICHEL GOURVENNEC			1700 KENNEDY CSWY #1202	NORTH BAY VILLAGE	FL	33141	USA
MICHEL SABBAH LLC			7901 HISPANOLA AVE #604	NORTH BAY VILLAGE	FL	33141	USA
MICHEL SABBAH LLC			7901 HISPANOLA AVE 1602	NORTH BAY VILLAGE	FL	33141	USA
MIGUEL RIOS			1800 79 STREET CSWY #A105	NORTH BAY VILLAGE	FL	33141	USA
MIKEY NADER FALAH	MOHAMMAD FALAH		7901 HISPANOLA AVE 1702	NORTH BAY VILLAGE	FL	33141	USA
MILADY SARRIA			1865 79 ST CSWY APT 9C	NORTH BAY VILLAGE	FL	33141	USA
MILAN KOCIC			1865 79 STREET CSWY 8F	NORTH BAY VILLAGE	FL	33141	USA
MIRNA AURISTELA GIOIA RIVERA			1700 KENNEDY CSWY #1007	NORTH BAY VILLAGE	FL	33141	USA
MIRTA D RIOS			1800 79 STREET CSWY #A106	NORTH BAY VILLAGE	FL	33141	USA
MM KENNEDY HOLDINGS LLC			6500 COW PEN RD 104	MIAMI LAKES	FL	33014	USA
MOHAMAD J AKHTER			3329 W 47 ST	MIAMI BEACH	FL	33140	USA
MONICA COELHO LITHG			1865 79 STREET CSWY 15I	NORTH BAY VILLAGE	FL	33141	USA
MONICA FABIANA BIANCOSPINO			1865 79 STREET CSWY 3C	NORTH BAY VILLAGE	FL	33141	USA
MONICA WOOD	PERRY TRACH		PO BOX 11688	MARINA DEL REY	CA	90295	USA
MONTRI PUTLEK TRS			7521 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
MPC MIAMI LLC			8500 WEST FLAGLER ST B208	MIAMI	FL	33144	USA
MR BUBU LLC			10350 W BAY HARBOR DR 9H	BAY HARBOR ISLANDS	FL	33154	USA
MRKDR PROPERTIES LLC			36 NW 6 AVE SUITE TS7	MIAMI	FL	33128	USA
NABIL NAHID NAOSHY TRS	NAOSHY FAMILY TRUST	DIANA AKKAOUI NAOSHY TRS	7901 HISPANOLA AVE 1203	NORTH BAY VILLAGE	FL	33141	USA
NANCY RIVERO			1865 79 STREET CSWY APT 8I	NORTH BAY VILLAGE	FL	33141	USA
NATASA G BOLLOK	RODOLFO A SCHIAVO		1566 NE 110 ST	MIAMI	FL	33161	USA
NATYLUCHI PROPERTIES LLC			5055 COLLINS AVE #11 N	MIAMI BEACH	FL	33140	USA
NELAD LLC			521 SW 89 AVE	MIAMI	FL	33174	USA
NELLY S & JENNY CORTES			1865 79 STREET CSWY #2C	NORTH BAY VILLAGE	FL	33141	USA
NELSON GUILLERMO TEJEIRO	ANA TEJEIRO		7601 E TREASURE DR #907	NORTH BAY VILLAGE	FL	33141	USA
NELSON J BRANDT	NICOLE MOUSTAKI		7901 HISPANOLA AVE 906	NORTH BAY VILLAGE	FL	33141	USA
NEOTRADE LLC			1865 KENNEDY CSWY #9H	NORTH BAY VILLAGE	FL	33141	USA
NEOTRADE LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
NEW ROCK LLC			1000 E HALLANDALE BEACH BLVD #30	HALLANDALE BEACH	FL	33009	USA
NIBIA F RODRIGUEZ LE	REM FRANCISCO J RODRIGUEZ	REM JOSE FRANCISCO RODRIGUEZ	8475 SW 48 ST	MIAMI	FL	33145	USA
NICHOLAS BELLETTO	ANA MARCELA DUARTE MATA		7040 SPENCER RD	TALLAHASSEE	FL	32312	USA
NICOLE ACOSTA	GABRIELA MERCEDES PILOTO		1780 79 STREET CSWY #C301	NORTH BAY VILLAGE	FL	33141	USA
NICOLE FREEDLANDER			1800 NE 114 ST UNIT 2303	NORTH MIAMI	FL	33181	USA
NIMRUD 2014 LLC			20900 NE 30 AVE STE 809	AVENTURA	FL	33180	USA
NJF VENTURES LLC			401 69 ST APT 407	MIAMI BEACH	FL	33141	USA

NOLVIA F HOWARD			1790 79 STREET CSWY #B112	NORTH BAY VILLAGE	FL	33141	USA
NORMA C GONZALEZ	DELILAH M ALFONSO	PAULETTE GONZALEZ	1865 79 STREET CSWY 2A	NORTH BAY VILLAGE	FL	33141	USA
NORTH BAY VILLAGE A209 LLC			6346 NW 113 CT	DORAL	FL	33178	USA
OBED JOSUE REYES			1770 79 STREET CSWY UNIT D106	NORTH BAY VILLAGE	FL	33141	USA
OHANA ONE LLC			2020 NE 163 ST 300D	MIAMI	FL	33162	USA
OLEKSANDR BLEKHEROV			7901 HISPANOLA AVE UNIT 1607	NORTH BAY VILLAGE	FL	33141	USA
ORESTE ROSARIO BOCCIA			1780 79 STREET CSWY #C109	NORTH BAY VILLAGE	FL	33141	USA
ORNERO LLC			900 NE 3 ST	POMPANO BEACH	FL	33060	USA
OSCAR J PEREZ	OSCAR A PEREZ	ADIS N PEREZ SHIFFMAN	1790 79 STREET CSWY B312	NORTH BAY VILLAGE	FL	33141	USA
OSCAR J PEREZ &W	YADIRA DEL S ESPINOZA		1790 79 STREET CSWY #B312	NORTH BAY VILLAGE	FL	33141	USA
OSVALDO RIVERON			1790 79 STREET CSWY #B212	NORTH BAY VILLAGE	FL	33141	USA
OSVALDO SCHIAFFINO LE	REM DIONIGI DAMIAN SCHIAFFINO	REM VINCENT LUCAS SCHIAFFINO	1865 79 STREET CSWY 16M	NORTH BAY VILLAGE	FL	33141	USA
PABLO ALVARADO LE	REM ANDREW ALVARADO	REM ALEJANDRO ALVARADO	7901 HISPANOLA AVE 1403	NORTH BAY VILLAGE	FL	33141	USA
PABLO EGGLE			2060 NW 81 AVE 325	PEMBROKE PINES	FL	33024	USA
PABLO F VARELA			1780 79 STREET CSWY #C307	NORTH BAY VILLAGE	FL	33141	USA
PABLO LONGA	JENNIFER ARJONA LONGA		1700 KENNEDY CSWY #1612	NORTH BAY VILLAGE	FL	33141	USA
PASCUAL ALONSO PEREZ			1865 79 STREET CSWY 12C	NORTH BAY VILLAGE	FL	33141	USA
PATRICIA ANN VILA			7901 HISPANOLA AVE UNIT #1004	NORTH BAY VILLAGE	FL	33141	USA
PATRICIO BOYLE			7901 HISPANOLA AVE 911	NORTH BAY VILLAGE	FL	33141	USA
PAULA PONTE			9595 COLLINS AVE 1101	SURFSIDE	FL	33154	USA
PEDRO EDUARDO YUNIS	CLAUDIA ZULUAGA YUNIS		7901 HISPANOLA AVE UNIT 1806	NORTH BAY VILLAGE	FL	33141	USA
PEDRO GIL &	MARGARITA M PEREZ		1770 79 STREET CSWY #D301	NORTH BAY VILLAGE	FL	33141	USA
PENSCO TRS CO			3175 OAK PARK DR	LAKELAND	FL	33803	USA
PIERO VITALE	SULMA TORRES		7901 HISPANOLA AVE 805	NORTH BAY VILLAGE	FL	33141	USA
PSP MANAGEMENT LLC			740 NE 87 ST	MIAMI	FL	33138	USA
RAFAEL CISNEROS			1780 79 STREET CSWY #C201	NORTH BAY VILLAGE	FL	33141	USA
RAFAEL COMESANA			1865 79 STREET CSWY #12H	NORTH BAY VILLAGE	FL	33141	USA
RAMIRO P SCHEJTMAN			1865 79 STREET CSWY #14O	NORTH BAY VILLAGE	FL	33141	USA
RANDOLPH MARKS			1865 79 STREET CSWY #16O	NORTH BAY VILLAGE	FL	33141	USA
RAUL DANIEL GARCIA			7901 HISPANOLA AVE 903	NORTH BAY VILLAGE	FL	33141	USA
REBECA DIAZ			1770 79 STREET CSWY #D209	NORTH BAY VILLAGE	FL	33141	USA
REGINA NUNES DA SILVA	LUCAS MANFRINI SOARES		1865 79 STREET CSWY #3 O	NORTH BAY VILLAGE	FL	33141	USA
REGIS JOSEPH VILLETTAZ			1700 KENNEDY CSWY #1008	NORTH BAY VILLAGE	FL	33141	USA
ROBERT EVAN MEYERS	HOPE D MEYERS		7901 HISPANOLA AVE UNIT #1601	NORTH BAY VILLAGE	FL	33141	USA
ROBERT JOHN AKRAS TRS	ROBERT J AKRAS TRUST		7901 HISPANOLA AVE 1911	NORTH BAY VILLAGE	FL	33141	USA
ROBLES FAMILY MGMT CO LLC			15575 NW 12 PL	PEMBROKE PINES	FL	33028	USA
ROCHELLE MEDEARIS TRS	THE ROCHELLE MEDEARIS REV TR		100 MAIN ST APT 501	VISTA	CA	92084	USA
RODOLFO A SCHIAVO	NATASA C BOLLOK		1566 NE 110 ST	MIAMI	FL	33161	USA
ROGER CORN SR &W PAULA			1800 79 STREET CSWY #A310	NORTH BAY VILLAGE	FL	33141	USA
ROGER ROJAS JR TRS	ROGER ROJAS JR REV LIV TR		12085 COLONY PRESERVE DR	BOYNTON BEACH	FL	33436	USA
RONALD DAENECKE			11031 NW 2 CT	MIAMI	FL	33168	USA
ROSA URBINA	MARCO ANTONIO HIDALGO		1770 79 STREET CSWY D214	NORTH BAY VILLAGE	FL	33141	USA
ROXANNE R AWANG			1865 79 ST CSWY #9-O	NORTH BAY VILLAGE	FL	33141	USA
RUDOLF KOHN			1865 79 STREET CSWY #15J	NORTH BAY VILLAGE	FL	33141	USA
RUPERTO SARMIENTO TRS	SARMIENTO ENTERPRISES LLC TR		1865 79 STREET CSWY 8O	NORTH BAY VILLAGE	FL	33141	USA
RUSSEL WARREN &W LUCIENE			128 HAGGE DR	DAYTONA BEACH	FL	32124	USA
RUSSELL WARREN			128 HAGGE DR	DAYTONA BEACH	FL	32124	USA
SALVATORE SCRIVO			395 HUGUENOT ST APT 2R	NEW ROCHELLE	NY	10801	USA
SAMUEL ZAMACONA			1700 KENNEDY CSWY #1003	NORTH BAY VILLAGE	FL	33141	USA
SANDRA LEVY	ANDREW S LEVY		7901 HISPANOLA AVE 1604	NORTH BAY VILLAGE	FL	33141	USA
SANJIT VARGHESE	AZEENA LOBO VARGHESE		5906 NW 123 AVE	CORAL SPRINGS	FL	33076	USA

SANTECH INTERNATIONAL INC			1436 MANTUA AVE	CORAL GABLES	FL	33146	USA
SANTIAGO GATTO	ANASTASIA TKAL		7901 HISPANOLA AVE 1411	NORTH BAY VILLAGE	FL	33141	USA
SASO GEGOVSKI			1790 79 STREET CSWY #B204	NORTH BAY VILLAGE	FL	33141	USA
SEBASTIAN L SCHOLL			7901 HISPANOLA AVE 1605	NORTH BAY VILLAGE	FL	33141	USA
SERGIO ANDRES GIMENEZ			1865 79 STREET CSWY 7A	NORTH BAY VILLAGE	FL	33141	USA
SG MIAMI INVESTMENTS LLC			1865 79 STREET CSWY 10C	NORTH BAY VILLAGE	FL	33141	USA
SHAHILA HOSSAIN			1080 RICHARDSON AVE	BENSALEM	PA	19020	USA
SHERYL S BORG	ALICE A KERR		7901 HISPANOLA AVE 1906	NORTH BAY VILLAGE	FL	33141	USA
SHIRENE TABARESTANI			1865 79 STREET CSWY 15K	NORTH BAY VILLAGE	FL	33141	USA
SHIRLEY OSCHART			7901 HISPANOLA AVE #703	NORTH BAY VILLAGE	FL	33141	USA
SHOMA NORTH BAY VILLAGE LLC			201 SEVILLA AVE 300	CORAL GABLES	FL	33134	USA
SHOPPES OF NO BAY VILLAGE II LLC			1320 S DIXIE HWY STE 781	CORAL GABLES	FL	33146-2953	USA
SHUANGYU SHEN			1865 79 STREET CSWY 3D	NORTH BAY VILLAGE	FL	33141	USA
SIDNEY J & BARBARA L FELLMAN			5875 DOUGLAS ST	PITTSBURGH	PA	15217	USA
SIGRID NILSSEN			1860 VENICE PARK DR 127	NORTH MIAMI	FL	33181	USA
SILVANA X MONTI			1865 79 STREET CSWY #3M	NORTH BAY VILLAGE	FL	33141	USA
SIMONA QUISPE TRS	SIMONA QUISPE REVOCABLE TRUST		1865 79 STREET CSWY #3N	NORTH BAY VILLAGE	FL	33141	USA
SIMONE MAZAL ABECASSIS			1770 79 STREET CSWY D206	NORTH BAY VILLAGE	FL	33141	USA
SOFIA ANEAS GARCIA TRS	THE CARMEN SAHAGUN LIVING TRUST		186 NE 106 ST	MIAMI SHORES	FL	33138	USA
SOFIA CHATZIKONSTANTI			5597 SEMINARY RD #2005	SOUTH FALLS CHURCH	VA	22041	USA
SOFIA FISCHER			1865 79 STREET CSWY 15M	NORTH BAY VILLAGE	FL	33141	USA
SOLEDAD VILLARRUEL LARRE	LAURA MURRAY		7901 HISPANOLA AVE UNIT 1109	NORTH BAY VILLAGE	FL	33141	USA
SOUHEIL BADAA			7901 HISPANOLA AVE #807	NORTH BAY VILLAGE	FL	33141	USA
SPACA LLC			2935 NE 163 ST 6D	NORTH MIAMI BEACH	FL	33160	USA
STARFISH ISLAND LLC			4911 COLUMBIA RD F	COLUMBIA	MD	21044	USA
STEVEN JEFFREY GISH			1245 HAWTHORNE DR EAST	WANTAGH	NY	11793	USA
STUART ROHATINER JTRS	JUDITH ROHATINER JTRS		1700 KENNEDY CSWY #705	NORTH BAY VILLAGE	FL	33141	USA
SUNNYBEACHSC LLC			60 NW 37 AVE #1207	MIAMI	FL	33125	USA
SUNSET OCEAN LLC			7901 HISPANOLA AVE #1602	NORTH BAY VILLAGE	FL	33141	USA
SUSAN P RYAN			1865 79 STREET CSWY #14G	NORTH BAY VILLAGE	FL	33141	USA
SYNNYBEACHSC LLC			60 NW 37 AVE #1207	MIAMI	FL	33125	USA
TAMAR FREIMEN	SHMUEL FREIMEN		7901 HISPANOLA AVE APT 1508	NORTH BAY VILLAGE	FL	33141	USA
TANIA M ROMERO			1770 79 STREET CSWY #D204	NORTH BAY VILLAGE	FL	33141	USA
TAPTUS CORP			4001 S OCEAN DR 11C	HOLLYWOOD	FL	33019	USA
TARIK HUSAIN			1700 KENNEDY CSWY #1103	NORTH BAY VILLAGE	FL	33141	USA
TASMIN ARA KHAN			1865 79 STREET CSWY 11N	NORTH BAY VILLAGE	FL	33141	USA
TEJEIRO F NELSON			1800 79 STREET CSWY A308	NORTH BAY VILLAGE	FL	33141	USA
TETYANA SHVETS			1700 KENNEDY CSWY #1409	NORTH BAY VILLAGE	FL	33141	USA
THE JOHN DANILOSKY TRUST			1770 79 STREET CSWY #D205	NORTH BAY VILLAGE	FL	33141	USA
THE KENNEDY HOUSE LLC			1865 79 STREET CSWY 3K	NORTH BAY VILLAGE	FL	33141	USA
THE LYONETTA CORP			16192 COASTAL HIGHWAY	LEWES	DE	19958	USA
THE RUNNING TEAM LLC			2370 NE 184 TER	N MIAMI BEACH	FL	33160	USA
THIERRY M RIAHI			7901 HISPANOLA AVE 1510	NORTH BAY VILLAGE	FL	33141	USA
THOMAS HOLMENGREN			1700 KENNEDY CSWY #910	NORTH BAY VILLAGE	FL	33141	USA
TINMAR COMPANY LLC			1700 KENNEDY CSWY #702	NORTH BAY VILLAGE	FL	33141	USA
TOYOKO KONNO			12029 NW 13 ST	PEMBROKE PINES	FL	33026	USA
TRISTAR REAL ESTATE	INVESTMENTS LLC		18101 PINES BLVD 105	PEMBROKE PINES	FL	33029	USA
ULLRICH FRANZ JOSEF OEHMEN			7901 HISPANOLA AVE UNIT #1205	NORTH BAY VILLAGE	FL	33141	USA
VANIA VASCONCELOS DE FREITAS			1865 79 STREET CSWY #4D	NORTH BAY VILLAGE	FL	33141	USA
VENUS MIAMI LLC			876 NW 6 AVE	BOCA RATON	FL	33432	USA
VERSO HOLDINGS LLC			5151 COLLINS AVE 1625	MIAMI BEACH	FL	33140	USA

VERSO HOLDINGS LLC			7901 HISPANOLA AVE 1608	NORTH BAY VILLAGE	FL	33141	USA
VICTORIA ILLEANA MONTERO			7901 HISPANOLA AVE 1206	NORTH BAY VILLAGE	FL	33141	USA
VIVIANE GANZ SANCHEZ			7901 HISPANOLA AVE 1110	NORTH BAY VILLAGE	FL	33141	USA
WELLINGTON ASSETS LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
WESLEY L UTTERBACK			1865 79 STREET CSWY #7 B	NORTH BAY VILLAGE	FL	33141	USA
WHITE PEAK LLC			8 THE GREEN #5245	DOVER	DE	19901	USA
WHITE STEEL LLC			1621 CORNWALL AVE	BELLINGHAM	WA	98225	USA
WILLIAAM KRINICKAS	JOELLE HANNAH CAMPBELL		7901 HISPANOLA AVE 2004	NORTH BAY VILLAGE	FL	33141	USA
WILLIAM BURGETT	CLAIRE BURGETT		5430 LINDA VISTA RD UNIT 15	SAN DIEGO	CA	92110	USA
WILSON M VIVANCO			12534 GRIFFIN BLVD	NORTH MIAMI	FL	33161	USA
WILSON ROLDAN LE	REM HUGO ROLDAN		1865 79 STREET CSWY 16D	NORTH BAY VILLAGE	FL	33141	USA
WLB INVESTMENTS LLC			4000 HOLLYWOOD BLVD STE 140 N	HOLLYWOOD	FL	33021	USA
WOLFGANG ANDRE MENZ			1865 79 STREET CSWY 5O	NORTH BAY VILLAGE	FL	33141	USA
YEMFER M CASANOVA			1790 79 STREET CSWY #B103	NORTH BAY VILLAGE	FL	33141	USA
YILENA GONZALEZ FERREIRO	ROMY MONTIEL HERNANDEZ		1790 79 STREET CSWY B102	NORTH BAY VILLAGE	FL	33141	USA
YULIYA SIDOREVSKAYA			7901 HISPANOLA AVE 1812	NORTH BAY VILLAGE	FL	33141	USA
ZEN HOUSE HOLDINGS CORP			16760 NW 75 AVE	MIAMI	FL	33015	USA
ZULEICA PERDOMO			4370 SW 82 AVE	MIAMI	FL	33155	USA
ZUZANA CHARDIET			1865 79 STREET CSWY 15N	NORTH BAY VILLAGE	FL	33141	USA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____, 202__, by and between 1755 JFK Owner, LLC ("1755 Owner") and 1819 NBV Owner, LLC ("1819 Owner") and their successors or assigns (collectively the "Developer" or the "Owners"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, this Agreement is intended to and shall constitute a development agreement between the parties pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2024) (the "Act") and § 8.15 of the Village's Unified Land Development Code (the "ULDC"), as hereinafter defined; and

WHEREAS 1755 Owner is the owner of the property located at 1755 79th Street, North Bay Village, Florida, identified as folio no. 23-3209-000-0110 by the Miami-Dade Property Appraiser (the "Appraiser"), and legally described in the attached **Exhibit "A-1"** ("Continuum West"); and

WHEREAS, 1819 Owner is the owner of the property located at 1819/1855 79th Street Causeway, North Bay Village, Florida, identified as folio no. 23-3209-000-0120 by the Appraiser, and legally described in the attached **Exhibit "A-2"** ("Continuum East") (collectively, Continuum West and Continuum East are the "Property"); and

WHEREAS, 1755 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement, recorded in Official Records Book 33350 at Page 4236 of the Public Records of Miami-Dade County, Florida (the "Original 1755 Development Agreement"), as modified by that certain Amended and Restated Development Agreement recorded in Official Records Book 34065 at Page 1557 of the Public Records of Miami-Dade County, Florida (the "Modified 1755 Development Agreement"); and

WHEREAS, 1819 Owner's predecessor in interest and the Village previously entered into that certain Development Agreement recorded in Official Records Book 34059 at Page 2387 of the Public Records of Miami-Dade County, Florida (the "1819 Development Agreement); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned "Continuum Waterfront District Special Area Plan" pursuant to the Approval Ordinance as hereinafter defined (the "Continuum SAP"), which amended the ULDC; and

WHEREAS, the Continuum SAP provides for the Property to be developed as a mixed-use district, with such uses that may include residences, hotel and associated amenities, restaurants, entertainment, shopping, and marinas with greater integration of public improvements and infrastructure, to enable greater connectivity, to encourage a variety of building heights and massing, and to provide high quality design elements and greater flexibility in development while providing public amenities, view corridors, and interaction with Biscayne Bay through the provision of an Island Walk (the "Project"); and

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WHEREAS, the Developer intends on developing the Project in phases with phase 1 being located at Continuum West and phase 2 being located at Continuum East; and

WHEREAS, the Parties mutually desire to amend and restate the Modified 1755 Development Agreement and the 1819 Development Agreement (collectively, the "Prior Development Agreements") to retain certain previously approved entitlements, terms, and conditions, while also allowing the development of the Project in accordance with the Continuum SAP; and

WHEREAS, the Developer and the Village desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15, and Appendix C of the Village's ULDC; and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2024), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, reduce the economic cost of development, and provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, establish concurrency requirements for the Property for the term of this Development Agreement, and establish the respective rights and obligations of the Developer and the Village.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to the Agreement are deemed a part hereof.

2. **Definitions**.

   a. "Approval Ordinance" also referred to as the "Continuum Waterfront Special Area Plan" means Ordinance No. ____ adopted on ____ __, 2025, which approved the Continuum Waterfront District Special Area Plan, as set forth in Appendix C to the ULDC. See **Exhibit "B-1**."

   b. "Approval Resolution" means Resolution No. _____ adopted on _____ __, 2025, which approved the Site Plan, as further defined below. See **Exhibit "B-2**."

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c. "Building Official" shall have the meaning set forth in Section 202 of the 2023 Florida Building Code, Building, 8th Edition. For purposes of this Agreement, "Building Official" also means that person appointed to administer the Florida Building Code pursuant to Section 468.603, Florida Statutes (2024), or that person's designee.

d. "Comprehensive Plan" means the Village's adopted comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2024) and in effect on the date this Agreement is approved by the Village Commission.

e. "Developer" shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2024). For purposes of this Agreement, "Developer" also means the person or entity undertaking the development of the Property, as defined in the foregoing Recitals, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

f. "Development" shall have the meaning set forth in Section 163.3221(4), Florida Statutes (2024).

g. "Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2024). For purposes of this Agreement, "Development Permit" includes any actions of the Village Manager, Planning and Zoning Official, or Building Official having the effect of permitting the development of land, including an SAP Permit and Site Plan Modification Permit as defined by Appendix C of the ULDC.

h. "Effective Date" is the date this agreement is properly recorded in the public records of the county as required by § 163.3239, Fla. Stat.

i. "Governing Body" means the Village Commission.

j. "Governmental Entity" means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

k. "Island Walk" means the feature required by Section 8.17.O of the ULDC.

l. "Land" shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2024).

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m. "Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2024). For purposes of this Agreement, "Land Development Regulations" refers to the Project Approval and to the ULDC and other ordinances, resolutions, rules, and policies in effect on the date this Agreement is approved by the Village Commission that have been enacted and implemented by the Village for the regulation of any aspect of development, including any local government zoning, rezoning, Special Area Plan, the Approval Ordinance, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

n. "Laws" shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2024).

o. "Local Government" means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

p. "Master Building Permit" shall mean the first building permit authorizing construction of a permanent enclosure, including the outer walls and roof, for any phase of the Project.

q. "Open Space" shall have the meaning set forth in Chapter 15 of the ULDC.

r. "Planning and Zoning Official" means that person appointed in accordance with Section 4.13 of the ULDC or that person's designee.

s. "Project" means the Development approved pursuant to the Project Approval.

t. "Project Approval" means the Approval Ordinance and the Approval Resolution collectively.

u. "Project Phase" or "Phase" means a portion of the Project being developed. Developer intends on constructing the Project in two phases: Continuum West and Continuum East.

v. "Property" is that certain [___]-acre site as more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

w. "SAP Permit" shall be as provided in Section II. of the Continuum SAP and shall include modifications to an approved SAP Permit.

x. "Site Plan" is that site plan entitled "Continuum Waterfront SAP Site Plan," consisting of [_] sheets, approved by the Approval Resolution.

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y. “Site Plan Modification Permit” means an administrative approval of site plan modification as provided in § 5.10 of the ULDC.

z. "ULDC" means the North Bay Village Unified Land Development Code in effect as of the effective date of the Approval Ordinance.

aa. “Village Manager” means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person’s designee.

3. **Intent**. It is the intent of the Parties that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2024), so as to effectuate the requirements of Chapters 8 & 15 of the ULDC, Appendix C of the ULDC, and the Site Plan.

4. **Recording, Effective Date, and Duration**.

a. As provided in Section 163.3239, Florida Statutes, this Agreement shall be recorded in the public records of Miami-Dade County, Florida. Recording shall be at the Developer's cost.

b. This Agreement shall become effective on the Effective Date. The Agreement shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date (the “Term”).

c. This Agreement shall not exceed ten (10) years unless extended by mutual consent of the Village and the Owner following public hearing in accordance with Section 163.3225, Florida Statutes (2024).

d. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the “Expiration Date”).

e. *Tolling.*

1. The time frames set forth in this Agreement, including, without limitation, any commencement, phasing, improvement-timing, or applicable mitigation requirement deadlines, shall be considered stayed and tolled and shall be extended:

i. For any time lost from the pendency of any government-imposed moratorium;

ii. For any time lost from the pendency of an appeal or other legal challenge that materially limits the ability to develop the Project; and

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iii. For any time lost from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the Developer's obligation under this Agreement, the Project Approval, or any Development Permit.

2. Notwithstanding the foregoing, the requirement to obtain any Master Building Permit for Continuum West on or before December 16, 2026, to secure the reduced Impact Fees and Community Contribution Fee calculations provided in Sections 12 and 13 of this Agreement shall only be tolled for any time by which the Village exceeds the 20 days to determine initial permit sufficiency or 30 days for building plan review for each round. . The Village Manager shall provide written confirmation of such tolling upon the Developer submitting a written request documenting the applicable delay.

f. *Annual Report and Review*. The Developer shall provide the Village with an annual written status report (the "Report") due on or before each anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2024). The Report shall list the obligations of this Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, hotel units, and parking spaces.

1. The Village shall annually review the Report to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

2. If the Village finds, on the basis of substantial competent evidence, that there has been a failure to comply with any of the material terms of this Agreement, the Village shall issue a default notice to Developer who shall be given 30 days to cure any cited default. If the Developer fails to cure the stated default within the cure period, the Village Commission may avail itself of any or all of the remedies provided in Section 163.3235, Florida Statutes (2024), including termination of this Agreement, after holding a public hearing.

5. For avoidance of doubt, the Developer's failure to meet the requirement to obtain the Continuum West Master Building Permit on or before December 16, 2026 to

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secure the reduced Community Contribution Fee calculations provided in Section 13.b of this Agreement or impact fees calculated as set forth in Section 12 of this Agreement shall not be considered a default under this Agreement, and shall result in recalculation of Community Contribution Fees and impact fees due without affording Developer an opportunity to cure or any other rights provided in this Section 4.**Permitted Development Uses and Building Intensities**.

a. *Permitted Development Uses*. Concurrently with the adoption and acceptance of this Agreement, the Owners have proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project, including its density and intensity, is consistent with the Village's Comprehensive Plan, and that the Project Approval accords with the Land Development Regulations as modified by the Approval Ordinance. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project, and confirmation acceptable to the Village that all required levels of service, as provided in section 5(f) of this Agreement, are met or exceeded for the Phase of the Project under consideration for building permit.

b. *Prohibited Uses*. Notwithstanding the uses allowed under the ULDC, Developer agrees that Adult Entertainment uses, Marijuana Dispensaries, and Short-Term Vacation Rentals of less than 90 days shall be prohibited.

c. *Density, Building Heights, Setbacks, and Intensities*. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Land Development Regulations, as amended by the Project Approval.

d. *Prior Development Programs*.

1. The Modified 1755 Development Agreement authorized a mixed-use development project on Continuum West consisting of the following development thresholds (the "Prior 1755 Program"):

   i. 201 residential units and complementary resident amenities;
   ii. 13,415 sq. ft. of restaurant space, including a waterfront terrace; and
   iii. a 1,700 sq. ft. juice/coffee bar.

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2. The 1819 Development Agreement authorized a mixed-use development project on Continuum East consisting of the following development thresholds (the "Prior 1819 Program"):

   i. 345 dwelling units and complementary resident amenities;
   ii. 273 hotel rooms and complementary hotel amenities
   iii. 7,500 sq. ft. of meeting space;
   iv. 20,232 sq. ft. of restaurant space, including a waterfront terrace; and
   v. 2,594 sq. ft. of retail space.

   (together, the Prior 1755 Program and the Prior 1819 Program are the "Prior Development Programs").

e. *Bonus Density*. As reflected in the Prior Development Agreements and Prior Development Programs, pursuant to Section 15.2.H of the ULDC in effect at the time of approval, Continuum West received a residential density bonus of 107 units[1], and Continuum East received a residential density bonus of 185 units. In accordance with those prior approvals, Developer's Community Contribution Fees shall be governed by Section 13 of this Agreement, and workforce housing obligations shall be governed by Sections 18 and 19 of this Agreement.

f. *Required Levels of Service*.

1. In accordance with section 5.22 of the ULDC and the applicable provisions of the Comprehensive Plan, Developer shall be required to establish that the following levels of service have been met at the time of building permit:

   i. Potable Water;
   ii. Wastewater;
   iii. Drainage;
   iv. Solid Waste;
   v. Parks; and
   vi. Schools (as determined by Miami-Dade County Public Schools).

2. If capacity for Potable Water, Wastewater, Drainage, and Solid Waste does not exist at the time of the building permit application,

[1] Continuum West was the subject of two site plan modifications, one administrative and one via public hearing before the Village Commission, that resulted in a reduction to the number of units for a total of 198 units. Subtracting the 94 units attributable to the base density yields a residential density bonus of 104 units.

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Developer may improve any or all applicable facilities to ensure the levels of service required for the development provided for in the building permit will be met on or before temporary certificate of occupancy, and Developer shall be permitted to proceed with development if they can establish that the required level of services will be met by or before scheduled occupancy of the development subject to the application.

3. Should Developer improve or provide facilities, they shall be entitled to an impact fee credit to the extent permitted in section 12(i) of this Agreement.

4. If Developer elects to proceed to obtain a building permit pursuant to this subsection, Developer shall not be entitled to a temporary certificate of occupancy until the applicable facility improvements have been completed and are in service, among other requirements applicable to a temporary certificate of occupancy. *Parks*. For the avoidance of doubt, the Hotel Amenities made available for access to Village residents shall count as private recreation areas that qualify towards establishing parks level of service. To the extent that there is a deficiency in levels of service, a credit will be afforded to the Developer for any parks contributions or impact fees paid to the extent provided for Section 163.3180, Florida Statutes. Should there be a deficiency which Developer can not satisfy on site, a payment in lieu shall be provided by Developer at a rate of $40 a square foot subject to the credits provided for in this section.

g. *Kennedy Causeway Level of Service*. Pursuant to Policy 3.8.3 of the Village's Comprehensive Plan and applicable provisions of the ULDC, the Village does not have a level of service requirement for Kennedy Causeway.

h. *Allocation Table*. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. As part of any SAP Permit application or building permit application, Developer shall provide Village with an update to the allocation table.

i. *Parcels*. The Village agrees that during the Term of this Agreement the Developer may increase or decrease the number of parcels that make up the Property without amending the Project Approvals or this Agreement, so long as the Property is not increased or decreased in size or dimensions, required dedications excepted.

6. **Covenant in lieu of unity of title**.

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a. Through the Village's approval of the Continuum SAP and this Agreement, the Village acknowledges and agrees that the Property shall be treated as a single parcel for certain purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted across the entire Property, parking, landscaping, civic space, open space, signage, floor area, and allocation of approved uses and densities and free transfer of densities and uses throughout the Property, subject to the terms of the Project Approval.

b. So long as this Agreement shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owners or their heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Agreement as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof.

c. In the event of multiple ownership subsequent to the approval of this Agreement, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Agreement. Further, except for sales to condominium owners, the Owners agree that they will not convey portions of the subject Property to such other parties unless and until the owners and such parties shall have executed and mutually delivered, in recordable form an instrument to be known as an "easement and operating agreement" which shall include, but is not limited to:

1. Easements in the common area of each parcel for ingress to and egress from the other parcels;
2. Easements in the common area of each parcel for the passage and parking of vehicles;
3. Easements in the common area of each parcel for the passage and accommodation of pedestrians;
4. Easements for access roads across the common area of each parcel to public and private roadways;
5. Easements for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities in appropriate areas in each such parcel;
6. Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
7. Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;
8. Easements on each parcel for attachment of buildings;
9. Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from

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adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

10. Appropriate reservation of rights to grant easements to utility companies;
11. Appropriate reservation of rights to road rights-of-way and curb cuts;
12. Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;
13. Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like.

d. The "Easement and Operating Agreement" shall be recorded by the Owners, at their expense, and a copy furnished to the Planning and Zoning Official. The above easements and agreements or portions may be waived if approved in writing by the Planning and Zoning Official, if the provisions are inapplicable to the Property. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the Planning and Zoning Official if the subject property will be constructed, conveyed, and operated in accordance with the Project Approval as implemented by an approved SAP Permit.

e. Notwithstanding the foregoing or any other provision to the contrary, the Village acknowledges and agrees that no Easement and Operating Agreement is necessary provided that the development is constructed, conveyed, and operated in accordance with the Site Plan, including any Site Plan Modification Permit.

7. **Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations**.

a. The Project consists of:

1. Up to 547 units over the entire 3.652-acre site, at a density of 150 residential units per acre.
2. Up to 2,068,054.5 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office, hotel, and commercial uses.
3. Up to 200 hotel rooms, and associated hotel amenities ("Hotel Amenities").
4. Structures of varying heights (not exceeding the lesser of (i) 40 stories or 440 feet on Continuum West, and 60 stories or 600 feet on Continuum East) and setbacks as depicted on the Site Plan.
5. Required open space and civic space.

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b. The Village expressly acknowledges the Site Plan satisfies all Village site plan requirements for a special area plan.

c. The Village expressly acknowledges that the Project's proposed uses, including, without limitation, the provision of hotel units with kitchenettes, are consistent with the uses permitted by the Land Development Regulations and Comprehensive Plan.

d. The Village expressly acknowledges that the Project's hotel units can be occupied for a maximum continuous period of 90 days in accordance with the provisions of the Land Development Regulations and Comprehensive Plan.

e. The Village expressly acknowledges that lodging units can be sold and conveyed as condominium-hotel units at the Owners discretion without further approval. The deed for each conveyed condominium-hotel unit shall make express reference to this Agreement and subsection 7.d above.

f. The Developer covenants that all residential dwelling units developed as part of the Project will be condominiums, with the exception of any workforce housing units developed. Developer will not transition any of the condominium units to rental units unless approved by the Village Commission via resolution after a public hearing.

g. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations and Comprehensive Plan, as amended by the Approval Ordinance.

h. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, Land Development Regulations, federal, state, and county laws or ordinances or the expansion of the Property, on a pro rata basis.

i. To the extent the net lot area of the Continuum SAP is contracted, exclusive of dedications, the Project’s aggregate density and intensity will be decreased on a pro rata basis.

j. The Village expressly acknowledges that the Civic Space provided for in the Site Plan satisfies Developer's obligation to provide at least 5% of its aggregated lot area as Civic Space Types.

k. Nothing in this agreement shall be construed to limit Owner's ability to continue to operate and manage the existing improvements at Continuum East, except that the operational terms of this Agreement or of the Approval Ordinance, including without limitation sections addressing noise, hours of

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operation, and hours of construction, shall not be applicable to the use of the existing improvements at Continuum East.

8. **Conditions of Approval**. For all Development Permits and subsequent applications required pursuant to Section 9, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits:

a. A permit or application will be submitted for each structure as required by the Approval Ordinance or, where not specified, the applicable ULDC provisions. It is provided, however, that any level of service assessment shall be completed in accordance with the provisions of Section 5 of this Agreement, and the following items shall not be required:

1. A Traffic Impact Study (as a result of the Project's location along Kennedy Causeway and FDOT jurisdiction);
2. An Approved Plat (see exception in Section 9(b) of this Agreement);
3. Information pertaining to previous building and land development experience of the applicant (unless a permitted successor or assign is developing the project);
4. Evidence of Developer's ability to acquire sufficient development funds;
5. An environmental impact study.

b. All such permits or applications shall be administratively reviewed and shall be administratively approved without public hearing or other review by a board or commission if determined by the Village Manager to have met the requirements of the applicable regulations.

c. *Complete Streets*. Developer shall reconstruct all rights-of-way adjacent to the Project at time of construction of any Phase and complete such reconstruction prior to Temporary Certificate of Occupancy for that Phase. The right-of-way shall include the north side of 79th Street Causeway for the entire Project frontage, with such reconstruction to meet the right-of-way improvement standards in place at the time of right-of-way improvement. To minimize disruption to pedestrian and vehicular traffic, Developer shall use its best efforts to coordinate the construction or installation within any rights-of-way of other major infrastructure that serves the Project, such as water and sewer mains and conduits for fiber optic, electrical, and other utility service lines, with improvements of the applicable right-of-way required by this section.

d. *Branding*. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or

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otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

e. *Employment*.

1. *Construction*. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

2. *Operations*. The Developer shall require its commercial tenants to use commercially reasonable best efforts to promote employment opportunities for Village residents.

f. *Resident Membership Program for Use of Hotel Amenities*. Developer or their operator shall create a membership program for use of Hotel Amenities by the general public, Village residents shall be provided a reasonable resident discount in line with industry standards. Such discount shall be subject to proof, in the form of government issued identification, that an individual is a resident of the Village.

g. Site Plan Conditions

General conditions:

1. The Site Plan shall be valid for a period consistent with this Development Agreement, commencing on the effective date of the Approval Resolution (the "Project Validity Period").
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period, subject to the tolling provisions in Section 4 of this Agreement, shall result in the automatic revocation of the Site Plan and the automatic termination of this Development Agreement.
3. All application fees, payments under this Agreement, cost recovery deposits and payments pursuant to Section 5.12 of the Village Code, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property) shall be paid when due. The Village reserves the right to withhold acceptance, processing, review, scheduling, or carrying out inspections in connection with any permit or application during the time that any fees due remain unpaid.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Land Title Survey prepared by Schewekke, Shiskin and Associates, dated 12/4/24.

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B. SAP Regulatory and Site Plan Concept Plan prepared by Arquitectonica.
C. Level of Service Analysis for 1755 JFK Causeway prepared by Kimley-Horn.
D. Level of Service Analysis for 1819 JFK Causeway prepared by Langan.

Specific Conditions

The following shall be shown on plans submitted for approval and , shall be installed (i) prior to issuance of a building permit where specified for the applicable phase, or (ii) prior to temporary certificate of occupancy where no other time is specified below:

Planning:

1. If the Village approves standard Island Walk identification signageprior to approval of any Master Building Permit for Continuum West, the Island Walk Public Access Walkways shall be marked with such standard dentification signage.
2. Island Walk-adjacent, publicly accessible or public-oriented uses, such as restaurants, cafes, or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.

Landscape:

3. The Applicant shall seek to attain no less than 26 points from the North Bay Village Green Building Program for each mixed-use project included in the SAP.
4. All structured parking shall be screened from view from the adjacent rights-of-way in accordance with the Project Approval.
5. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by street screens, walls, hedges, fences or opaque gates.
6. Synthetic turf may only be used in accordance with the standards of Sec. 9.22 of the ULDC.
7. A photometric plan by a Registered Architect or Engineer shall be submitted.
8. Except as permitted in Appendix "C" of the ULDC, walls, hedges, fences, and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site and a height of 8 feet elsewhere.
9. Any blank walls over 25’ in length and other infrastructure or building support areas of the site or building (such as proposed dumpsters, FPL

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transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump) shall be continuously screened with landscaping.

Engineering:

10. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas, and no permanent structures, including landscaping, shall be located above the water or sanitary system.
11. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami-Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
12. A fire flow test shall be conducted to verify the availability of required fire flow.
13. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
14. Prior to Master Building Permit approval, the Applicant shall provide data for the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
15. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic:

16. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
17. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA, as well as FDOT sidewalk standards. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).

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18. The Applicant shall submit a parking plan, including enough off-street parking spaces required to support the various proposed uses, and which shall show any and all proposed mechanical parking, electric vehicle-ready spaces, accessible spaces, and bicycle parking spaces and/or storage.
19. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
20. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
21. The Applicant shall include sidewalk/grass strip restoration according to applicable requirements.
22. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
23. Parking for each project shall be provided in accordance with the underlying regulations of Chapter 15.
24. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site.
25. If valet parking service be intended for either the Continuum West or East projects, the Applicant shall submit Valet Queuing Calculations and Assumptions as part of an SAP Permit.
26. Previously identified traffic operation mitigation improvements for the following intersections shall be completed prior to the issuance of a Certificate of Occupancy for the Continuum East, subject to approval and implementation by FDOT:
    a. 79th St. Causeway (SR 934) & Hispanola Avenue
        - Reduce cycle length from 150 seconds to 120 seconds
    b. 79th St. Causeway & 1800 Block/Site Driveway 1
        - Reduce cycle length from 150 seconds to 120 seconds
        - Add eastbound left protected permitted phasing
        - Extend eastbound left storage bay to 125 feet
    c. 79th St. Causeway & E Treasure Drive
        - Reduce cycle length from 150 seconds to 120 seconds
        - Remove northbound and southbound split phasing
27. The Applicant shall continue to work with FDOT and the Village to identify necessary improvements, with the Applicant paying its fair share, to mitigate queueing beyond provided storage bays along 79th Street Causeway related to the Continuum East project; provided, however, that such improvements shall be limited to addressing the incremental impact of the Project.

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9. **Local Development Permits**.

a. The Developer may be required to apply for additional development permits from the Village to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. The Village shall review all such permits administratively for consistency with the Project Approval, the Land Development Regulations, and the Comprehensive Plan and, if the permit is so consistent, the Village shall approve it administratively and in accordance with Section 166.033, Florida Statutes (2024).

1. The development permits contemplated by this Section 9.a include, but are not limited to:

i. Water, sewer, paving and drainage, and other infrastructure permits;
ii. Building permits;
iii. SAP Permits;
iv. Site Plan Modification Permits; and
v. Certificates of occupancy.

b. As reflected in the Approval Ordinance, both Continuum West and Continuum East shall be exempt from platting and the Village Manager shall issue any such administrative determination for waiver of plat as may be necessary to record or otherwise memorialize the waiver.

c. Developer acknowledges that neither Miami-Dade County and its agencies nor any other state and local agencies with jurisdiction over the Property or the Project are parties to this Agreement. The Developer further acknowledges that:

1. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, to enable the Developer to address the requirements of other jurisdictions.

2. Under no circumstances will the Village be required to return any monies paid by Developer, subject to section 12(g) of this Agreement.

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3. If material modifications of the Project that are required to satisfy other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

d. In recognition of the Prior 1755 Program, Village acknowledges that time is of the essence for development of Continuum West and agrees to expeditiously process all development permits for Continuum West notwithstanding any greater timeframes for review that may be provided in the Project Approval or this Agreement.

10. **Island Walk**.

a. The Developer hereby grants to the public an eighteen foot (18') wide Island Walk easement over and across the north 18 feet of the Property adjacent to the seawall for the sole purpose of providing for public pedestrian traffic through and above the Island Walk (the "Island Walk"). The Island Walk will remain an open space pedestrian walkway with landscaping and other amenities to be determined through an SAP Permit and will remain reasonably available for access and non-exclusive use by the general public during the hours established in Section 21 of this Agreement ("Permitted Times").

1. The requirements of this section and the easement provided herein shall only become operative upon the issuance of Temporary Certificate of Occupancy ("TCO") for a Project Phase. The portion of the Island Walk associated with the Phase of the Project receiving a TCO, shall be subject to the requirements of this section upon issuance. This section shall not be construed or interpreted to require the provision of an Island Walk before issuance of a TCO for a Project Phase.

2. Public use of the Island Walk under this easement is subject to the Village's rules or regulations applicable to the Island Walk as a whole (the "Village Rules"), as may be established or amended from time to time by the Village Commission after a public hearing for which a courtesy notice shall be mailed to the last known address of the Developer. However, in no event shall the Village Rules prevent, prohibit, or unreasonably restrict commercial activities along and across the Island Walk, provided the required pedestrian path is maintained at all times. The Village Rules include following conditions and limitations:

i. The Developer may restrict or prevent access to the Island Walk to members of the general public as Developer may deem appropriate: to avoid or enforce against loitering, creating a nuisance, trespass, or

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other violations of the rules or regulations governing the Island Walk; during certain times as exceptions to the Permitted Times for special events or other special functions (the "Special Functions"), provided notice of the Special Function is provided to the Village Manager at least ten (10) days prior to the proposed Special Function, and the Village Manager does not object on the basis of health or safety concerns within three (3) business days of the notice, and the Special Functions Limitations (as defined below) are complied with; outside of Permitted Times; during construction of the Island Walk or adjacent improvements (for only those portions of the easement area directly impacted by construction), or to otherwise protect the safety of persons or property;

ii. The Island Walk within the boundaries of the Property is privately owned and shall not be deemed, by reason of the Project Approval or this Agreement, to be a public forum, limited public forum, or any other type of public forum for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution or any companion provision under the Florida Constitution, nor shall the Developer be deemed a public actor by virtue of its operation of the Island Walk;

iii. The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose, so long as such rules do not conflict with the Village Rules;

iv. The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions, which Special Functions shall not occur more than six (6) times per year, and each time for more than six (6) consecutive hours within Permitted Times (the "Special Functions Limitations"). However, this subsection shall not be construed to in anyway limit Developer's ability to apply for special event permits under the applicable provisions of the ULDC;

v. Developer shall have the right (but not the obligation) to conduct such surveillance and security functions

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and activities as the Developer deems appropriate for the protection of persons or property;

vi. Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with construction, maintenance, or repairs conducted on portions of the Property;

vii. Use of the Island Walk shall be in its then "AS IS" condition, and any party using the Island Walk does so at their own risk and to the extent permitted by Florida Law;

viii. Developer shall construct the Island Walk at a minimum elevation of 7.0 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction of the Island Walk. After construction of the Island Walk, any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner.

ix. Developer may, in its sole discretion, assign its rights and responsibilities relating to the Island Walk to a Governmental Entity.

3. The terms of this Section 10 shall survive termination or expiration of this Agreement.

11. **Necessity of Complying with Local Regulations Relative to Development Permits**. The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the date the Village approves this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions, as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Further, if an applicable federal, state, or county law or ordinance that is enacted after the execution of this Agreement precludes compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part, to comply with such applicable law or ordinance.

12. **Impact Fees**.

a. *Development within threshold of Prior Development Programs*. Impact fees for the number of dwelling units, floor area of nonresidential areas, or hotel rooms described in the Prior Development Programs shall be assessed in

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accordance with the impact fees assessments approved in the Prior Development Agreements. Therefore, development up to the thresholds approved as part of the Prior 1755 Program will be assessed according to 2022 impact fee rates and thereafter development up to the thresholds approved as part of the Prior 1819 Program will be assessed according to 2023 impact fee rates. The applicable impact fees are specifically provided in **Exhibit "D".**

b. *Development Different from or in Excess of Prior Development Programs*. Where the number of dwelling units, floor area of nonresidential areas, or hotel rooms exceed the figures described in the Prior Development Programs up to the development thresholds established herein, or development includes uses different from the uses for which impact fees were calculated in Exhibit "D" and are not described in the Equivalency Matrix, such development or floor area associated with new or differing uses shall be assessed impact fees in accordance with the impact fees that are in effect as of the date the Village approves this Agreement, subject to the equivalency matrix provided as **Exhibit "C."** The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2024).

c. The parties agree and understand that no impact fees other than those listed in Sections 12(a) & (b) above shall be imposed by the Village, unless development thresholds established herein are exceeded due to a change in applicable law, the Comprehensive Plan, or the land development regulations. In such event, any such additional development shall be subject to impact fees in place at the time a building permit for such additional development is sought.

d. Notwithstanding the foregoing, should Owner fail to obtain the Master Building Permit for Continuum West on or before December 16, 2026, impact fees for Continuum West shall be recalculated based on the rates that are in effect as of the date the Village approves this Agreement, and impact fees for Continuum East shall be recalculated based on the rates that are in effect as of the date the Master Building Permit for Continuum East is obtained. Such recalculated fee shall be paid to the Village as a condition of a Phase's Master Building Permit, less any amounts previously paid for such Phase, including pre-paid amounts for specific fees pursuant to this Section 12.

e. On or before April 24, 2026, the Developer shall pay Village the sum of $1,000,000 as a partial pre-payment of impact fees. The pre-paid impact fees shall be applied against impact fees owed in the following manner; first, police impact fees; second, park open space impact fees; and third, park improvement impact fees. The Village confirms that it will use the pre-paid impact fees in compliance with Section 163.31801, Florida Statutes (2024)

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and the Village's enabling ordinances. The Developer waives any claim against said impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion. Developer shall be entitled to a credit against impact fees in the amount pre-paid pursuant to this Section 12 that may be applied against impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of pre-paid impact fees, and Developer waives any potential refund of any pre-payments under this Section. However, should there be any remaining credit available when Developer submits a Master Building Permit application for Continuum East, Developer shall be entitled to a discount in building permit fees in an equal amount.

f. No new impact fees or increases to the fees hereafter adopted by the Village shall be applied to the development of the Project during the Term, except as set forth in this Section 12. If the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

g. In accordance with Section 163.31801(4)(e) Florida Statutes (2024), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the Master Building Permit for the structure that is subject to the fee.

h. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees, with the exception of the prepaid fees provided for in this Section 12, shall be refunded to the Developer upon written request from the Developer.

i. To the extent allowed under the Village Code or required by Section 163.31801, Florida Statutes (2024) or by other federal or state law, the Developer shall be entitled to impact fee credits, to the extent impact fee credits can be awarded, for any and all work performed by, or land dedications or other donations, site planning and design, or construction made by, the Developer that is related to public facilities and infrastructure and serves as a condition of or after the Village's approval of this Agreement. This shall include the cost of any public infrastructure, including wastewater improvements, Developer provides on site or monetary contributions to the same, to the extent allowed by law.

j. Developer shall be entitled to an impact fee credit for the existing improvements located at Continuum East.

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k. The Village shall waive any impact fees associated with development of workforce housing units.

13. **Community Contribution Fees ("CCFs") and Other Payments**.

a. The Village acknowledges that Developer or its predecessors have already paid $597,500.00 in CCFs to the Village. In consideration of the CCFs already paid, the Previous Site Plan Approvals, and the Prior Development Agreements, the Parties agree that the Project's total Community Contribution Fees shall, subject to subsection 13.b below, be $2,390,000 and shall be paid as follows:

Installment	**When Due**	**Percent of Total**	**Amount Due**
1.	Previously Paid	25%	$597,500
2.	December 16, 2026, or upon issuance of the Continuum West Master Building Permit, whichever occurs first.	75%	$1,792,500

b. The CCFs that are in effect as of the effective date of this Agreement and that would apply to the development of the Project were specifically provided in Section 15.2.H.4.a of the ULDC, which Section has been amended and superseded by Section 8.10.1 of the ULDC (2024)**.** The CCF described above represents a reduction of CCF in accordance with Resolution ***No. 2021-10***, which is only available if, on or before December 16, 2026, a Master Building Permit for the portion of the Project on Continuum West is obtained and full payment of all sums due under this Agreement and any regularly applicable building permit fees has been made. If the conditions in the preceding sentence are not met, a Master Building Permit for any Phase of the Project will not be issued until the CCF is recalculated for each Phase based on then-applicable rates with no reduction (as if the site plan for each Phase had been approved on December 16, 2026), and the fee for the applicable Phase seeking a Master Building Permit is paid to the Village less a one-time credit for any payments previously made by Developer.

c. It is agreed and understood by the parties that no community contribution fees other than those described in this Section 13 will apply to the development of the Project and that the CCFs accounted for herein allow for development of 547 dwelling units throughout the Property.

d. No new community contribution fees or increases to the fees in existence as of the approval of this Agreement shall be applied to the Project during the Term, except as provided in subsection 13.b above.

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e. The Developer has paid $600,000 for park facilities improvements in connection with the development of Continuum West.

f. The Developer has deposited $974,000 with the Village for park facilities improvements in connection with the development of Continuum Waterfront District SAP, which funds shall be deposited and applied by the Village after approval of this Agreement.

g. Nothing herein shall be construed to reduce any payments in lieu of workforce housing that may become due in the event that the requisite workforce housing is not provided on the Property in accordance with Section 18 of this Agreement.

h. Except where expressly set forth in this Agreement, all other fees due to the Village in connection with development activities, including but not limited to building permit fees, review and inspection fees, cost recovery, off-duty police monitoring of construction, and maintenance of traffic, shall be paid by the Developer when due. No building permit shall be issued unless all fees due through the date of the building permit have been paid.

14. **Alternative Plans Review and Inspections**. The Village acknowledges that the Developer may, at its option, contract with a private provider to provide building code inspection services for this Project as permitted by Section 553.791, Florida Statutes (2024).

15. **Phased Permitting**. Pursuant to Section 105.13 of the North Bay Village Building Code (consistent with the Florida Building Code) the Village shall allow Developer to apply for phased building permits.

16. **Marina.** The Village recognizes the existing marina and deck adjacent to Continuum East as legal conforming uses. However, the Village acknowledges that the Developer intends to expand the existing Marina to the submerged land adjacent to Continuum West. Should the Developer request that the Village be the applicant in any regulatory approval associated with Marina, Developer and Village shall enter into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage and mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property. At a minimum, two Marina slips shall be open for transient use by members of the general public in exchange for a reasonable fee in line with industry standards.

17. **Shoreline Development approval**. If required by the County, the Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida (the "SDRC"). The Village shall provide written confirmation of the Village's development approvals to the Shoreline Development Review Committee of Miami-Dade County, Florida upon the written request of the Developer or Miami-Dade County. Should the SDRC impose additional conditions

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as part of their review, said conditions shall be incorporated and reflected into an application for an SAP Permit, without the need to modify this Agreement or Site Plan, as long they do not decrease the size of the Island Walk, View Corridors, and Island Walk access points as shown in the Site Plan.

18. **Workforce Housing Density Bonus**.

a. Pursuant to ULDC Section 8.10.1, Developers are requesting a density of 150 dwelling units an acre to develop the Project. The total Density of the Project will be up to 547 dwelling units. As provided in the Prior Development Agreements, five percent (5%) of the Project's total proposed units are required to be reserved and provided as non-subsidized workforce housing units. Based on the Project's total maximum density of 547 units and in consideration of the Prior Development Agreements and Prior Development Programs, the total number of required workforce housing units is 28 units.

b. *Continuum West*. In accordance with section 8.10.2 of the ULDC, Owner shall make a payment in the amount of $811,649.00 in satisfaction of its workforce housing requirement for Continuum West. The payment shall be made on December 15, 2026 or upon issuance of the Continuum West Master Building Permit, whichever occurs first. The Village expressly recognizes that Owner has already paid them $81,909.53 for workforce housing initiatives.

c. *Continuum East*. Owner, at its option, may develop 5% of the units developed at Continuum East as workforce housing units, subject to the requirements of the Appendix C of the ULDC and Section 19 of this Agreement. If the Developer elects not to develop 5% of the units developed at Continuum East as workforce housing units, Developer shall pay the fee in lieu of workforce housing pursuant to Section 8.10.2 of the ULDC calculated based on rates applicable as of the time the election is made. In the event such election is made, an initial deposit of 10% of the fee in lieu of workforce housing shall be made within fifteen days of the later to occur of (i) the Developer's election or (ii) the establishment of the rate for the year of the Developer's election, and the balance shall be due on or before the date of the first Continuum East Master Building Permit.

d. Village and Developer expressly agree that the payments and/or workforce housing units provided pursuant to this Section satisfies the Project's workforce housing requirements.

19. **Workforce Housing Agreement.** In the event Developer provides workforce housing in accordance with section III.P of Appendix C of the ULDC, a Workforce Housing Agreement shall be entered into with the Village. Such agreement shall outline the applicable affordability standards, operational standards (access,

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security, etc), and minimum size of the units. In accordance with Section 8.10.1 of the ULDC, the Village and Developer agree that all workforce housing units shall be one or two bedrooms and shall have access to Hotel Amenities at no additional fee to the tenant of the workforce housing unit. The Village and Developer agree that if the workforce housing units are developed, priority shall be given to qualified households that include an employee of a use operating or under lease in the Continuum SAP. Developer shall indemnify, defend, and hold the Village harmless from any claim by any party in connection with the preceding sentence.

20. **Reservation of Development Rights**.

a. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the date the Village approves this Agreement that are or may be applicable to the Property, subject to this Agreement. Nothing herein shall be construed to limit or prohibit the Village from enforcing duly adopted ordinances and resolutions that may affect the operational requirements, obligations, and conditions of any uses permitted under the Project Approval, .provided such ordinances or resolutions do not prevent the development of the land uses, intensities, and densities set forth in this Agreement or restrict the operations of uses on the Property in conflict with the Continuum SAP.

b. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement.

c. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations in the event that they are amended to permit such increase during the Term of this Agreement, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to then-applicable law and Section 12 of this Agreement.

d. The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit has been obtained

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for the Phase for which vested rights have been asserted, on or before the expiration of the Term, and such permit is thereafter maintained in active status.

21. **Public Areas**. The general public shall be permitted to access the within the front setback, Island Walk, and Island Walk Access Points ("Public Access Areas") from 7 am until 10 pm every day, or such other times as provided in the Village Rules, except that if an establishment at the Property abutting the Island Walk is open after 10 pm, the Permitted Times shall be extended to match the establishment's hours. All Public Access Areas shall be operated consistent with Village Rules.

22. **Security During Construction**.

a. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the date the Village approves this Agreement, for vacant development parcels.

b. Developer shall provide for pest control, fencing, and properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village regulations.

c. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

d. At any point that there is a pause or stoppage of active construction other than Sundays and holidays, the Property and any construction shall be kept secured and fenced, and all construction equipment and materials shall be stored in a secure area where they will not be a wind hazard. The Village Manager and/or Building Official shall communicate with the Developer to ensure this section is complied with and that the construction is safe. The Developer's failure to comply with this section may result in the Village taking action to secure the site which may expose the Property to liens for the cost of the work.

23. **Extended Construction Hours**. In consideration of the terms outlined in this Agreement, the regulations contained in Section 96.04 of the Village's Code of Ordinances, and Appendix C of the ULDC, Developer shall be permitted to conduct construction activities Monday through Saturday subject to the following conditions:

a. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.

b. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:

1. Before 8:00 am Monday through Friday;

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2. After 5:00 pm Monday through Friday; and
3. Before 9:00 am on Saturday.

c. During construction, loud music shall be prohibited at all times.

d. Monday through Friday, concrete pours can occur prior to 8 am and continue until such pour is complete as long as a white noise alarm system or flag man is used in lieu of back up alarms. Developer shall provide the Village Manager written notice at least 24 hours in advance of any such concrete pour and coordinate with the Village Manager to reduce impacts to noise and traffic to the maximum extent possible.

e. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.

f. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Repeated violations may result in the termination of the extended hours granted in this Section;

g. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

The Village and Developer agree that the terms of this Agreement shall satisfy the required payment of fees for extended construction hours. In the event the Village modifies construction requirements and hours to allow construction in excess of the hours allowed under this section, Developer shall be permitted to construct pursuant to those hours.

24. **Supersedes**. This Agreement supersedes the Prior Development Agreements. The Prior Development Agreements are deemed terminated and released as of the Effective Date.

25. **Binding Effect**. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto and their personal representatives, heirs, successors, grantees, and assigns.

26. **Governing Laws**. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to (a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter

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executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. This waiver shall survive the termination or expiration of this Agreement. This waiver shall not be applicable to any other matter relating to the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable statutory and common law.

27. **Notices**. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd, Suite 1200
Coral Gables, FL 33134

If to 1755 Owner at: 1755 JFK Owner, LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

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With a copy to: Neisen O. Kasdin
Akerman LLP
98 Southeast Seventh St., Suite 1100
Miami, FL 33131

If to 1819 Owner at: 1819 NBV Owner, LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

With a copy to: Neisen O. Kasdin
Akerman LLP
98 Southeast Seventh St., Suite 1100
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery, and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this section. The terms of this section shall survive the termination of this Agreement.

28. **Severability**. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

29. **Entire Agreement**. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

30. **Modification, Amendment, and Release**. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to, a master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village Commission after public hearing.

31. **Default and Remedies**.

a. *Default and Cure*. Upon the Village's written notice of any alleged default of Owner's obligations under any section in this Agreement, the Developer shall have thirty (30) days to cure such alleged default. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option, result in termination of this Agreement. Upon the

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Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to correct such alleged default. For avoidance of doubt, the Developer's failure to meet the requirement to obtain the Continuum West Master Building Permit on or before December 16, 2026 to secure the reduced Community Contribution Fee calculations provided in Section 13.b of this Agreement or impact fees calculated as set forth in Section 12 of this Agreement shall not be considered a default under this Agreement and shall not result in revocation of the Site Plan or any other impairment of the Project Approval. Subject to the tolling provided in subsection 4.e, the failure to timely obtain such Master Building Permit shall result in recalculation of Community Contribution Fees and impact fees due without affording Developer an opportunity to cure or any other rights provided in this Section 31.

b. *Request for Review*. In the event of an alleged default of the Developer for any non-monetary obligation only, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

c. For any time after the lapse of the cure period where an alleged default remains unresolved by the Developer, irrespective of the filing of a Request, the Village may suspend and/or withhold any and all reviews, public hearings, inspections, licenses, permits, or any other ministerial or discretionary action of the Village until such time as the alleged default is cured or the Dispute is conclusively resolved.

d. *Dispute Resolution*.

1. *Initial Meeting*. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

2. *Neutral*. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Owner's or the Village and who is experienced and knowledgeable in the management and operation of arenas (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the

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Request, either party may request the American Arbitration Association (the "3A") to select the Neutral or may require both parties to submit to any procedures of the 3A to select the Neutral, including without limitation the selection of the 3A as the Neutral.

e. *Mediation*. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the default shall be deemed final for purposes of litigation, and the Developer may institute litigation or otherwise proceed as permitted by law.

f. *Interim Relief*. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

g. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided, where applicable, the notice, cure, and mediation procedures of this Section 31 have first been complied with, the other party will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity. The parties expressly acknowledge and agree that either party will have the right of specific performance to enforce the other party's obligations under this Agreement, along with other legal and equitable rights and remedies.

h. Irrespective of any rights available under this Section 31, any payment not paid as of 60 days after the date that it is due under this Agreement or

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applicable law shall be subject to a late fee of 0.5% of the amount due plus interest compounded daily at the maximum rate allowed by law.

32. **Attorneys' Fees**. Subject to the procedures of Section 31, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this Section shall survive the termination of this Agreement.

33. **Enforcement and Interpretation**. In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the ULDC, and fourth, the North Bay Village Comprehensive Plan. As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. **Cumulative Remedies**. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. **Estoppel**. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in full force and effect, or, if modified, that this Development Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. **Force Majeure**. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; moratoriums affecting the development of the Property; strikes, lock-outs, or labor troubles; inability to procure materials; adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2024) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks; or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event and shall describe in

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reasonable detail the nature and estimated duration of the Force Majeure Event, and such performance or obligation shall be excused for the time of such delay.

37. **Sovereign Immunity**. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

38. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

_____
Witness #1 Print Name: _____
Address:

By: _____
Frank Rollason
Village Manager
Dated this ____day of _____, 2025.

_____
Witness #1 Print Name: _____
Address:

Attest:

By: _____
Alba Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, _____ by _____, as _____ of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

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1755 JFK Owner, LLC, a Delaware Limited Liability Company**:**

In the presence of:

_____
Witness #1 Print Name: _____
Address:

By: _____
Print Name: _____
Title: _____
Dated this ____day of _____, 2025.

_____
Witness #2 Print Name: _____
Address:

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of **[_____]**, a Delaware Limited Liability Company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

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In the presence of:

1819 NBV Owner, LLC a Delaware Limited Liability Company**:**

_____
Witness #1 Print Name: _____
Address:

By: _____
Print Name: _____
Title: _____
Dated this ____day of _____, 2025.

_____
Witness #2 Print Name: _____
Address:

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, as _____ of **[_____]**, a a Delaware Limited Liability Company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

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EXHIBIT "A-1"

LEGAL DESCRIPTION

CONTINUUM WEST LEGAL DESCRIPTION

Address: 1755 79th Street North Bay Village, Florida

Folio Number: 23-3209-000-0110

Legal Description:

The Easterly 300.00 feet of the Westerly 1,800.00 feet of the following described tract of land as measured along a line running at right angles to the Westerly line of said tract: Commencing at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, as shown on the map of highway right-of-way of proposed Northeast Seventy-Ninth Street Causeway, which same is recorded in Plat Book 25 at Page 70 of the public records of Miami-Dade County, Florida, run North 88° 41 '24" East 1,960.00 feet; thence North 1° 37' 08" West 50.00 feet to the Point of Beginning of the hereinafter described tract of land:

Thence continue North 1° 37' 08" West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90° 18' 32" and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88° 41' 24" East 2,169.970 feet to the point of curvature of a curve to the right; thence to the right along said curve having an interior angle of 40° 32' 45" and a radius of 600.000 feet for an arc distance of 466.483 feet to a point of tangency; thence South 46° 45' 51" East 102.180 feet to a point of intersection with the Northerly line of the existing right-of-way of said Northeast Seventy-Ninth Street Causeway; thence to a Southeasterly, Northwesterly and Westerly direction along the Northerly line of said existing right-of-way to the Point or Place of Beginning. Lying and being in Miami-Dade County, Florida.

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EXHIBIT "A-2"

CONTINUUM EAST LEGAL DESCRIPTION

Address: 1819 & 1855 79th Street Causeway, North Bay Village, Florida

Folio Number: 23-3209-000-0120

Legal Description:

The Easterly 310 feet of the Westerly 2110 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said tract:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East as shown on the map of right of way of proposed N.E. 79th Street Causeway, which same is recorded in Plat Book 25, Page 70, of the public records of Miami-Dade County Florida run North 88 degrees 41 minutes 24 seconds East 1960.00 feet, then North 1 degree 37 minutes 08 seconds West 50.00 feet to the Point or Place of Beginning of the hereinafter described tract of land: thence continue North 1 degree 37 minutes 08 seconds West 129.730 feet to the point of curve of a curve to the right; thence to the right along said curve having an interior angle of 90 degrees 18 minutes 32 seconds and a radius of 50.00 feet for an arc distance of 78.809 feet to a point of tangency; thence North 88 degrees 41 minutes 24 seconds East 2169.97 feet to the point of curvature of a curve to the right; thence to the right along said curve, having an interior angle of 44 degrees 32 minutes 45 seconds and a radius of 600.00 feet for an arc distance of 466.483 feet to a point of tangency; thence South 46 degrees 45 minutes 51 seconds east 102.180 feet to the point of intersection with the Northerly line of the existing right-of-way of said N.E. 79th Street Causeway; thence in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right of way to the Point of Beginning. Lying and being in Miami-Dade County, Florida.

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EXHIBIT “B-1”

"APPROVAL ORDINANCE"

ORDINANCE NO. ____- _____

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EXHIBIT "B-2"

"APPROVAL RESOLUTION"

RESOLUTION NO. _____-_____

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EXHIBIT "C"

EQUIVALENCY MATRIX

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EXHIBIT "D"

VILLAGE IMPACT FEE RATES

[INSERT RATE CHART]

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ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (VILLAGE PLANNER, SILVIA VARGAS)**

RECOMMENDATION

Approval of the conceptual site plan with conditions as recommended by Staff and the Planning and Zoning Board.

BACKGROUND AND ANALYSIS

On June 4th, 2025 the Planning and Zoning Board met to review, and subsequently voted to unanimously recommend approval to the Village Commission of the conceptual Continuum Waterfront District SAP site plan with conditions as recommended by Staff. See attached documentation.

During Board consideration, the following subjects were discussed, but none of these issues

were incorporated into the Board's motion:

1. Construction of workforce housing units onsite versus payment in lieu.
2. Height reallocation.
3. Handling of the application relative to the payment of community contributions.

The site plan and associated Development Agreement may not be approved by the Commission until after the adoption of the Continuum Waterfront District Special Area Plan (SAP) following second reading of the related ordinance.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Staff Report - SAP and Site Plan - Continuum .pdf
2. Continuum Waterfront District Site Plan.pdf
3. Level of Service Analysis for 1755.pdf
4. Level of Service Analysis for 1819.pdf
5. Massing and Shadow Studies.pdf
6. Continuum Reference Visuals.pdf
Public Notice - PZB- MDC Legal Ads 05.22.2025 .pdf
Resolution - Continuum Waterfront District - Site Plan.docx
Exhibit A Survey.pdf
Exhibit B to Resolution .pdf
Exhibit C - Continuum Waterfront District Site Plan.pdf
Notice for Posting on Site and Mailers 06.17.25 .pdf
Notice of Public Hearing MDC Legal Ads.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **June 17, 2025**

To: **Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **Continuum Special Area Plan (SAP) and Site Plan Review**

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1. General project Information

Owner/Applicant	1755 JFK Owner, LLC and 1819 NBV Owner, LLC
Applicant Address	c/o 98 SW 7th Street Suite 1100, Miami FL 33131 (agent)
Site Address(es)	1755 and 1819/1855 79th Street Causeway
Site Acreage	3.652 ac (159,081.12 sf)
Folio Number(s)	23-3209-000-0110 (1755) and 23-3209-000-0120 (1819)
Contact Person/Owner Representative:	Christopher Penelas (Akerman)
Phone Number:	305.982.5678
E-mail Address	Christopher.penelas@akerman.com

2. Legal Description of Property Subject to Proposed Rezoning

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Refer to attached Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-30
Existing Land Use	Vacant/surface parking (1755) / Hotel, restaurant, night club (1819)

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	Biscayne Bay
	Zoning	n/a
	Existing Land Use	n/a
East	Future Land Use	Commercial
	Zoning	T6-30
	Existing Land Use	Multifamily Residential
South	Future Land Use	Commercial
	Zoning	T6-24
	Existing Land Use	Multifamily Residential
	Future Land Use	Commercial

West	Zoning	T6-30
	Existing Land Use	Vacant

5. Description of Request

Special Area Plan

The Applicant requests to amend the zoning of the subject site, comprising two properties with a combined total area of 3.652 acres (approximately 159,081 square feet), from "T6-30" Transect to "Continuum Waterfront District Special Area Plan (SAP)". This request is made pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement," and the previously existing Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC), under which the application was submitted. With the rezoning, the Applicant also seeks to amend the ULDC to incorporate proposed regulations that will be applicable to the Continuum Waterfront District SAP only, and which are contained in what will be "Appendix C, Continuum Waterfront District Special Area Plan."

The Applicant has concurrently submitted a request for Site Plan Approval, subject to adoption of the Continuum Waterfront District SAP amendments upon 2nd reading of the Ordinance by the Village Commission. Both sites which comprise the SAP have been previously approved for development:

1755 79th St. Causeway:

1. Site Plan Approval (Resolution No. 2022-011A)
2. Development Agreement (Resolution No. 2022-059)
3. Site Plan Modification (Resolution No. 2022-091)
4. Amended and Restated Development Agreement (Resolution No. 2022-092)
5. Waiver to Deviate from Maximum Floor Plate Size (WVR 2022-01_12/22/22)
6. Administrative Site Plan Modification (ASPM 2024-01_11/15/24)

1819/1855 79th St. Causeway:

1. Site Plan Approval (Resolution No. 2023-002)
2. Development Agreement (Resolution No. 2023-003)
3. Warrant to Allow Outdoor dining areas on sidewalk easements and the Island Walk easement (WAR 2023-01_07/17/23)
4. Tentative Plat (Resolution No. 2023-01) – Platting not finalized by former property owner/former Applicant.

Approval of the Continuum Waterfront District SAP will, according to the Letter of Intent, enable development according to the Applicant's vision for the property, including more integrated, better connected, more varied, and more "distinctively designed buildings, public amenities, view corridors, and ample interaction with Biscayne Bay."

While the proposed site plan upholds the spirit, concept and many specifics of the prior individual approvals (including density bonuses, workforce housing payments, and other community contributions), the SAP, as presented, would allow the Applicant to shift some development rights among the two sites in order to "increase light and air to flow through the property…," "elevate the Village's skyline…" and "provide civic space, public benefits, a neighborhood hotel and associated amenities, restaurants, entertainment, shopping, marinas, public waterfront access, and improved walkability for the benefit of Village residents and visitors."

The following table summarizes prior approvals and proposed changes. A maximum of 547 residential units (including density bonuses) and approximately 2,068,054.6 square feet of floor area (at 13.0 FLR) are allowable on the unified site.

Project	**1755 JFK**			**1819/1855 JFK**			
Attribute (measure)	*Resid. (units)*	*Nonresid.[1] (sq. ft.)*	*Population[2] (persons)*	*Resid.*	*Lodging*	*Nonresid.[1]*	*Population[2]*
Proposed	236	11,632 SF	538	311	200	70,000	709
Previously Approved	198 [3]	30,230 SF	452	345	273	30,326	787

[1] Including retail, restaurant, and building amenities such as meeting space and offices.
[2] Estimate calculated from 2019-2023 ACS median household size of 2.28 persons per household
** Via Administrative Site Plan Modification ASPM 2024-01

Additional information pertaining to the proposed site plan changes, provided in accordance with the proposed SAP regulations, is provided later in this report.

6. Compliance with Sections 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code"

The Applicant has complied with Section 4.2, General petition procedure, of Chapter 4 by submitting to the Village Clerk and the Planning and Zoning Official, through an authorized agent, an application requesting the following actions:

a) Amendment to the text of the ULDC (Appendix C);
b) Amendment to the zoning map
c) Site plan (conceptual)

The Village Commission recently adopted an ordinance modifying the regulations relating to special area plans, to grant the Commission greater flexibility in allowing the allocation of development capacity and height within a SAP, for the purpose of promoting and incentivizing public waterfront access, expanding open space, and enhancing the Village's public parks to better address the recreational and open space needs of its residents.

As part of the amendment, new definitions were introduced into Chapter 3 of the ULDC, and a new subsection 4.19 was created Chapter 4 reframing the purpose, applicability, requirements and criteria for evaluating an SAP application and for reviewing Special Area Plan permits. At the same time, references to the SAP procedures were updated throughout Chapter 4, and Sec. 15.2.G. was eliminated in Chapter 15.

The Continuum application, however, was submitted prior to the adoption of the SAP amendment and is, therefore, being reviewed under the previous provisions of the code.

The former Section 15.2.G. allowed parcels at least two (2) abutting acres in size to be master planned through a SAP process, to facilitate greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of building heights and massing; and to provide high quality design elements and greater flexibility with the aim of producing a higher or specialized quality building and streetscape design within the SAP.

The Applicant's SAP request pertains to parcels which, combined, total approximately 3.652 acres in size. Therefore, the subject property meets the minimum size threshold to apply for a rezoning to SAP through the process of rezoning following review by the Planning and Zoning Board and Village Commission, in conjunction with the Site Plan Approval process.

The SAP request also meets applicable criteria of Section 15.2.G, as follows:

1. Regulations of the underlying Transect Zone and the Code apply, which are not otherwise modified by the SAP.
2. The SAP has been submitted concurrently with a site plan, diagram of the proposed layout, circulation, view corridors, and text detailing the standards that deviate from the requirements of Chapter 15 (Appendix C). Detailed plans for each project within the SAP will be submitted via the SAP permit process, and must meet the criteria and requirements outlined in the adopted version of the SAP regulations contained in Appendix C.
3. The proposed SAP assigns at least five percent (5%) of the total aggregated lot area to a civic space type. The developer will be responsible for constructing and maintaining any required public improvements within the SAP, including but not limited to the civic spaces and thoroughfares.
4. Development within the SAP will be implemented pursuant to a recorded development agreement. The individual sites have already approved and recorded development agreements, which will be amended and restated via the SAP process.
5. A parking management program that enables shared parking among public and private uses. Such a plan must be provided for each project and for the SAP district as a whole.
6. The Applicant is seeking flexible allocation of building height within the area of the Special Area Plan which provides appropriate transitions to reduce impacts on and is in alignment with the envisioned character of the surrounding area.

The *amended* SAP regulations require applicants to hold a community meeting to explain the development proposal and application, inform attendees about the application review process, respond to questions and concerns raised about the application, and propose ways to resolve conflicts and concerns. While, a community meeting was not required according to the previous SAP regulations, the Applicant organized and held a community meeting on April 23, 2025.

7. Consistency with Comprehensive Plan and NBV100 Master Plan

The proposed SAP has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The SAP is consistent with the GOPs cited below, and others; will not exceed the maximum density or intensity established in Policy 2.1.2 for the Commercial Future Land Use designation; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendment of the ULDC to incorporate Appendix C and rezoning of the subject property to Continuum Waterfront District SAP are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1:** Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.
>
> *Policy 2.1.1:* Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.
>
> * * *
>
> *Policy 2.1.2:* Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:
>
> * * *
>
> Commercial - This land use category designates those areas in the Village suitable for commercial and mixed-use development. Uses permitted include a broad range of office, commercial, lodging, civic, educational and support functions; and high-density residential up to 150 dwelling units per acre. The gross floor area of any development on land designated Commercial shall not exceed a maximum intensity (also known as the maximum Floor Lot Ratio (FLR) of 13.0 times the net lot area of a subject property. The buildable intensity on any particular site shall be governed by specific regulations contained in the Unified Land Development Code (ULDC) and thus the stated maximum

FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

* * *

The SAP is also compatible with other applicable objectives and policies in the Future Land Use Element and aligns with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan, as described further below.

* * *

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

* * *

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

* * *

Policy 2.2.7: Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.

Policy 2.2.8: The Village shall promote a mixed use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retails stores and entertainment centers.

Policy 2.2.9 The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

* * *

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws.

* * *

Objective 2.4

In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100

Master Plan to define the envelope of buildings in the Commercial Future Use Land Use District.

* * *

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed SAP.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The SAP promotes a mix of residential, lodging, dining and retail uses. The SAP will help enhance connectivity, walkability, and local accessibility to amenities, reducing vehicular trips and reliance on the automobile for local residents. The Applicant also seeks to integrate workforce housing units into the development.

The projects embrace and improve public access to the waterfront via the Island Walk and water-oriented amenities and facilities. In addition, the SAP provides slightly over 5% of civic space, not included the Island Walk.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project is required to provide a minimum amount of open space at the ground level of 10% of the total lot area (and is providing 24.1% according to the submittal) and must incorporate green building features to meet the requirements of the Village's Green Building

Program (Division 5 of the ULDC). The individual site plans were previously approved following the point requirement for mixed-use projects, according to the North Bay Village Green Building Program in effect at the time. However, both projects will now be required to meet the latest standard, which is 26 points for mixed-use projects.

The proposed scoresheet for each SAP project shall be provided with the SAP permit application and shall comply with the standard in place at the time of issuance of a building permit.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The SAP will facilitate the redevelopment of a site consisting of two underdeveloped sites (one a surface parking lot, and the other a structure housing an outdated hotel structure and restaurant, with a mix of new land uses, including a new hotel, housing, restaurants, entertainment, and waterfront recreation uses, which will serve the needs of current and future residents, attract visitors, and increase revenue for the Village.

8. Rezoning Request and Appendix C

The request to rezone the subject property from T6-30 to “Continuum Waterfront District Special Area Plan” meets the criteria of Sec. 4.17.B. and does not constitute spot zoning pursuant to the definition provided in Sec. 4.17.A.

The proposed changes covered in Appendix C include modifications to numerous sections of Chapter 15, but the changes are often limited in scope. In several cases, the alternative regulations vary marginally from the original regulations contained in the body of Chapter 15, Form Based Code. There are, however, a few key differences that are highlighted below. (More context to these differences is provided in a review of the proposed Site Plan against the criteria of Section 5.8.(B)(9)(c).)

Procedures: The proposed amendment varies the procedure for approval of development pursuant to the SAP. A timetable of deadlines is established for the review and recommendation

by the Planning and Zoning Official to the Village Manager, and for the Village Manager to issue a decision.

Density and Intensity Calculations: Density and intensity are calculated on the basis of net lot area, including permitted bonuses.

Building Height: The SAP proposes different height caps for the west site (40 stories or 440 feet, whichever is less) and the east site (60 stories or 600 feet, whichever is less, except that within 50 feet of the eastern property line the height will not exceed 40 stories or 440 feet). In addition, the maximum height for parking garages and building pedestals is the lesser of 10 stories or 120 feet. The SAP also proposes an additional height allowance for mechanical equipment and items such as trellises (to a maximum of 35 feet) provided certain visual mitigation standards are met. Additional height, if necessary, would be subject to approval via Waiver. The applicant has submitted a shadow study in conjunction with the application which indicates that the impact of shadows on adjacent southern and western properties is not significant during the summer. During the winter, impacts occur primarily toward the north and east during certain portions of the day.

Floorplates: The SAP establishes different limitations for the floorplate of the west site (20,000 sf for residential uses, with a maximum length of 300 ft for all uses), and of the east site (30,000 sf for all uses, up to the lesser height of 40 stories or 440 ft, and 20,000 sf thereafter to the maximum allowed height; and 300 feet of maximum length for all uses).

Building Stepbacks: The proposed amendment provides that balconies on the west façade of a Continuum east tower may encroach up to 10 feet into the required stepback.

Island Walk: One of the significant changes proposed is that the view corridor or Island Walk Public Access Walkway is required to be provided along the opposite exterior boundaries of the SAP site (but may be located as per the underlying regulations at the applicant's request, too). The proposed amendment also forgoes the dedication of an easement but requires that public access to the walkway remain open and the access be memorialized in the Development Agreement. Additional provisions define the minimum standard for the provision of the View Corridor (west and east). There are also provisions proposed for the placement of canopies and awnings within portions of the Island Walk's passive zone only.

Civic Space: The proposed language requires the assignment of 5% of the aggregate lot area of the SAP as Civic Space and defines what constitutes Civic Space in this context and what does not.

Workforce Housing: While the prior approval of 1755 JFK Cswy allowed for the payment of funds into the Village's Workforce Housing Trust in lieu of providing required units on site, the proposed amendment now allow the developer to provide workforce housing units on side but as part of the hotel development on the east site.

Alcoholic Beverage and Entertainment: Provisions similar to those approved by the Village for the Sunbeam SAP are included in the proposed amendment to accommodate entertainment uses. However, Staff has introduced several restrictions to mitigate for the proximity of this SAP to residential uses.

The following documentation of how the concurrent Site Plan approval request meets the criteria of Section 5.8.(B)(9)(c) is provided as a complement to inform discussion about the rezoning and text amendment request:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Staff Evaluation: The project involves the redevelopment of two underutilized sites (relative to the development capacity provided by zoning). While the maximum building height proposed in the SAP is significantly greater than the current maximum height provided in Chapter 15, the proposed stepback and building configuration on the east side with respect to building heights will help reduce the impacts of shadows, wind, and obstructed views.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Staff Evaluation: The two projects that comprise the SAP were approved with excess parking spaces, and will be required to maintain those levels of parking to provide accommodation for all necessary off-street vehicular parking in accordance with the underlying regulations of Chapter 15. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum setbacks are being maintained, and the proposed amendment only identifies certain encroachments that are allowed into specific setbacks under certain conditions.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Staff Evaluation: The Applicant has submitted Level of Services assessments for each of the two sites that comprise the SAP. Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to parks, schools, drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Evaluation of Project Relative to Chapter 15 and Appendix C

Provided for context and reference only – not a part of this application. Refer to the concurrent Site Plan Approval Request and Staff Analysis for complete information regarding the project.

Density and Intensity			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	255 units
Density Bonus	150 upa	150 upa	547 units
Total Add'l Units above Base Density			292 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa • 121-150 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI • 15% First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI	Applicant is reserving the right to include workforce housing units in the Continuum East project (hotel) and/or to pay into the Village's fund for any required units not accommodated on site.	
Community Contribution Fee (CCF) for Density Bonus	*No additional fees except as defined in the DA*		
Intensity (Floor Lot Ratio)	13.0 max	13.0	

Lot Area, Open Space and Civic Space Requirements		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	159,068 sf
Civic Space Requirement	5% Lot Area min	5%
Open Space Requirement	10% Lot Area min.	38,325 (24.1% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	75%
Lot Width	100 ft. min	610 in.
Frontage at Front Setback	70% min.	80%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy

Sidewalk along Kennedy Causeway	20-ft easement	varies
Specific to Continuum Waterfront District Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min. (optional per amendment)	varies
Primary Front – Waterfront	25 ft. min.	25 ft. max
Side west	20% of lot width	20% of lot width.
Side east	0-15 ft (min-max)	0-10 ft
Stepbacks	50 ft on the east side after 40 st./440 ft	Per amendment

BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for all Uses •	20,000 sf max. - 300 ft max.	(Amended via the SAP)
Specific to Continuum Waterfront District Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Porch and Fence	Prohibited	
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories/120 ft. max. (Amended via the SAP)	Per amendment
Max building height – west Max building height – east	40 stories or 440 ft 60 stories or 600 ft (Amended via the SAP)	Per amendment
Max. Height (Rooftop Mechanical and other)	Varies (up to 35 ft). (Amended via the SAP)	Per amendment

Findings

The proposed Continuum Waterfront District SAP is consistent with the redevelopment goals of the North Bay Village Comprehensive Plan, the pillars of the NBV100 Master Plan, and the vision for the Kennedy Boulevard district. The individual projects that are not part of the SAP were previously approved. The maximum number of units allowed by bonus to the combined site reflects the total allowed to the individual sites, although the numbers have shifted. The most significant change to the original projects is the building height, which also reflects the reallocation of height allowed to the project by code.

The SAP complies with the conditions for approval for a zoning map and zoning code text amendment pursuant to Sec. 4.17. of the Unified Land Development Code.

Recommendation - SAP

Based on the above analysis and findings, and the detailed work by Planning and Legal Staff on finessing the proposed ULDC amendment, approval of the Continuum Waterfront District SAP and associated rezoning and ULDC amendment as provided in the attached amended Zoning Map and Ordinance is recommended, contingent upon the following items being addressed prior to 1st reading:

1. The rezoning and proposed text amendment shall be approved and adopted prior to action by the Village Commission on the site plan (alternatively, action should be contingent on the outcome of the rezoning and proposed amendment).
2. Unity of Title or Covenant in Lieu of Unity of Title shall be required to be recorded to unify the two sites prior to the issuance of a building permit for vertical construction.

There are no other conditions to meet, other than the Village Commission must vote on the rezoning and proposed amendment prior to voting on the approval of the project site plan.

Recommendation – Site Plan

Based on the above analysis and findings, approval of the Continuum Waterfront District SAP site plan is recommended, with the following conditions.

General conditions

1. The Project Approval shall be valid for a period consistent with the Development Agreement, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the “Project Validity Period”). A request for extension must

be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Land Title Survey prepared by Schewekke, Shiskin and Associates, dated 12/4/24.
   B. SAP Regulatory and Site Plan Concept Plan prepared by Arquitectonica.
   C. Level of Service Analysis for 1755 JFK Causeway prepared by Kimley-Horn.
   D. Level of Service Analysis for 1819 JFK Causeway prepared by Langan.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Planning:

2. Five percent (5%), or twenty-eight (28) units, of the total units proposed for the SAP are required to be reserved and provided as non-subsidized workforce housing units. The Applicant previously elected to pay in lieu of providing units on site for the Continuum West project. All agreed-on payments shall be completed in compliance with the terms of the Development Agreement. However, the Applicant shall develop 5% of the units developed at Continuum East as workforce housing units, subject to the requirements of the Appendix C of the ULDC. If the Applicant elects not to develop 5% of the units developed at Continuum East as workforce housing units, the Applicant shall pay the fee in lieu of workforce housing pursuant to Section 8.10.2 of the ULDC calculated based on rates applicable as of the time the election is made.
3. If the Applicant provides workforce housing in accordance with Appendix C of the ULDC, a Workforce Housing Agreement shall be entered into between the Applicant and the Village.
4. As a condition of building permit, Applicant shall provide evidence of compliance with Parks level of service (LOS) standards that demonstrates that levels of service shall be met no later than one year after issuance of a temporary certificate of occupancy. The

current LOS standard is 1.5 acres per 1,000 persons. Should the standard be reduced by the Village Commission prior to a building permit being issued, the applicant may base its analysis on the reduced standard. In the event that levels of service Village-wide are not met, the Applicant shall only be responsible for providing park and recreation facilities to meet the needs generated by the development provided in the building permit.

5. In addition, the Applicant shall be required to establish that the LOS standards required by the Village for the following services have been met at the time of building permit, in accordance with Sec. 5.22 of the ULDC and the applicable provisions of the Comprehensive Plan:
    a. Potable Water;
    b. Wastewater;
    c. Drainage;
    d. Solid Waste; and
    e. Schools (as determined by Miami-Dade County Public Schools).

    Should capacity for Potable Water, Wastewater, Drainage, and Solid Waste not exist at the time of the building permit application, the Applicant may improve any or all applicable facilities to ensure the LOS standard required for the development provided for in the building permit will be met on or before temporary certificate of occupancy, and the development shall be permitted to proceed if the Applicant can establish that the required levels of service will be met by or before scheduled occupancy of the development subject to the application. Should the Applicant improve facilities to meet LOS, they shall be entitled to an impact fee credit to the extent permitted by the Development Agreement. The Applicant shall not be entitled to a temporary certificate of occupancy until the applicable facility improvements have been completed and are in service, among other requirements applicable to a temporary certificate of occupancy.
6. If required by the County, the Developer shall seek and obtain approval from the Miami-Dade County Shoreline Development Review Committee (SDRC). The Village shall provide written confirmation of the Village's development approvals to the SDRC upon written request. Should the SDRC impose additional conditions as part of their review, said conditions shall be incorporated and reflected into an application for an SAP Permit, without the need to modify the Site Plan, as long they do not decrease the size of the Island Walk, View Corridors, and Island Walk Public Access points as shown in the Site Plan.
7. The Island Walk Public Access Walkways shall be marked with standard Island Walk identification signage specified by the Village.
8. Island Walk-adjacent, publicly accessible or public-oriented uses, such as restaurants, cafes or shops, shall identify the use in the Island Walk transition zone with signage in compliance with Shopfront standards in Section 15.5.E and Signage standards in Section 15.2.F. of the ULDC.

<u>Landscape:</u>

9. The Applicant shall seek to attain no less than 26 points from the North Bay Village Green Building Program for each mixed-use project included in the SAP.

10. All structured parking shall be screened from view from the adjacent rights-of-way in accordance with the amended regulations (if approved).
11. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
12. Synthetic turf may only be used in accordance with the standards of Sec. 9.24 of the ULDC.
13. A photometric plan by a Registered Architect or Engineer shall be submitted.
14. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
15. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.

Engineering:

16. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
17. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
18. A fire flow test shall be conducted to verify the availability of required fire flow.
19. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
20. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
21. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic:

22. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.

23. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA, as well as FDOT sidewalk standards. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
24. The Applicant shall submit a parking plan, including enough off-street parking spaces required to support the various proposed uses, and which shall show any and all proposed mechanical parking, electric vehicle-ready spaces, accessible spaces, and bicycle parking spaces and/or storage.
25. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
26. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
27. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
28. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
29. Parking for each project shall be provided in accordance with the underlying regulations of Chapter 15.
30. Loading facilities shall be in the required number and sizes according to the proposed amendment to help ensure that loading functions are confined to the site.
31. If valet parking service be intended for either the Continuum West or East projects, the Applicant shall submit Valet Queuing Calculations and Assumptions as part of an SAP Permit.
32. Previously identified traffic operation mitigation improvements for the following intersections shall be completed prior to the issuance of a Certificate of Occupancy for the project, subject to approval and implementation by FDOT:
    a. 79th St. Causeway (SR 934) & Hispanola Avenue
        - Reduce cycle length from 150 seconds to 120 seconds
    b. 79th St. Causeway & 1800 Block/Site Driveway 1
        - Reduce cycle length from 150 seconds to 120 seconds
        - Add eastbound left protected permitted phasing
        - Extend eastbound left storage bay to 125 feet
    c. 79th St. Causeway & E Treasure Drive
        - Reduce cycle length from 150 seconds to 120 seconds
        - Remove northbound and southbound split phasing
33. The Applicant shall continue to work with FDOT and the Village to identify necessary improvements, with the Applicant paying its fair share, to mitigate queueing beyond provided storage bays along 79th Street Causeway related to the Shuckers project; provided, however, that such improvements shall be limited to addressing the incremental impact of the Project.

List of Staff Report Attachments

1. Survey
2. Continuum Waterfront District Special Area Plan Application
3. Appendix C to Chapter 15, Continuum Waterfront District SAP (UPDATED)
4. Amended North Bay Village Zoning Map
5. Conceptual Site Plan
6. Level of Service Analysis 1755
7. Level of Service Analysis 1819
8. Massing and Shadow Studies
9. Reference Visuals
10. Ordinance Rezoning to Continuum Waterfront District Special Area Plan and Amending ULDC

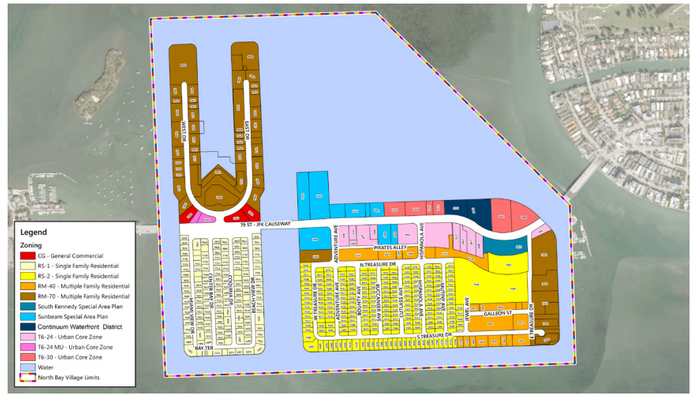
CONTINUUM WATERFRONT DISTRICT

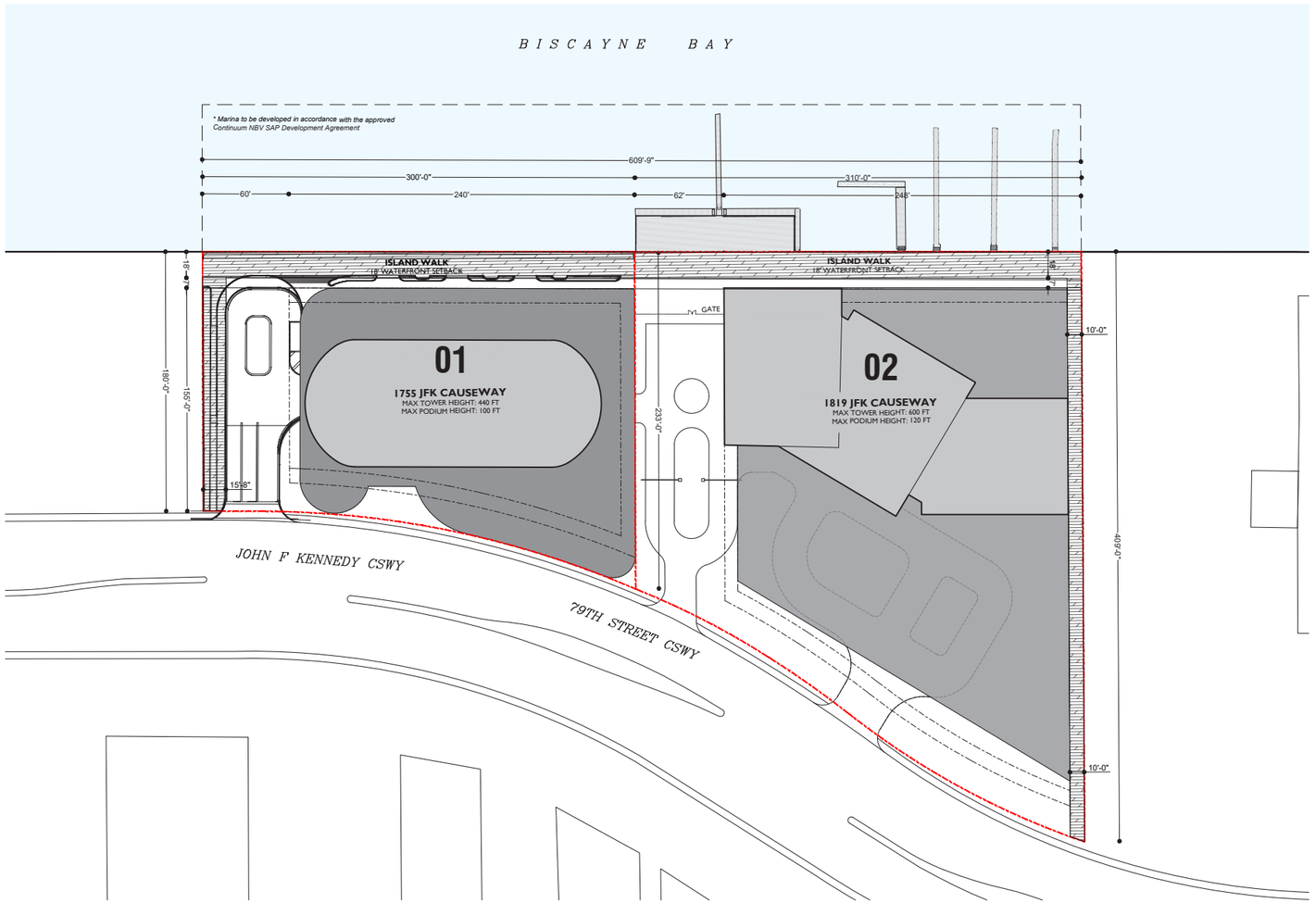
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TAX FOLIOS

	FOLIO	LOT AREA SF	LOT AREA AC
01	23-3209-000-0110	58,504 SF	1.343
02	23-3209-000-0120	100,564 SF	2.309
	TOTAL	**159,068 SF**	**3.652**

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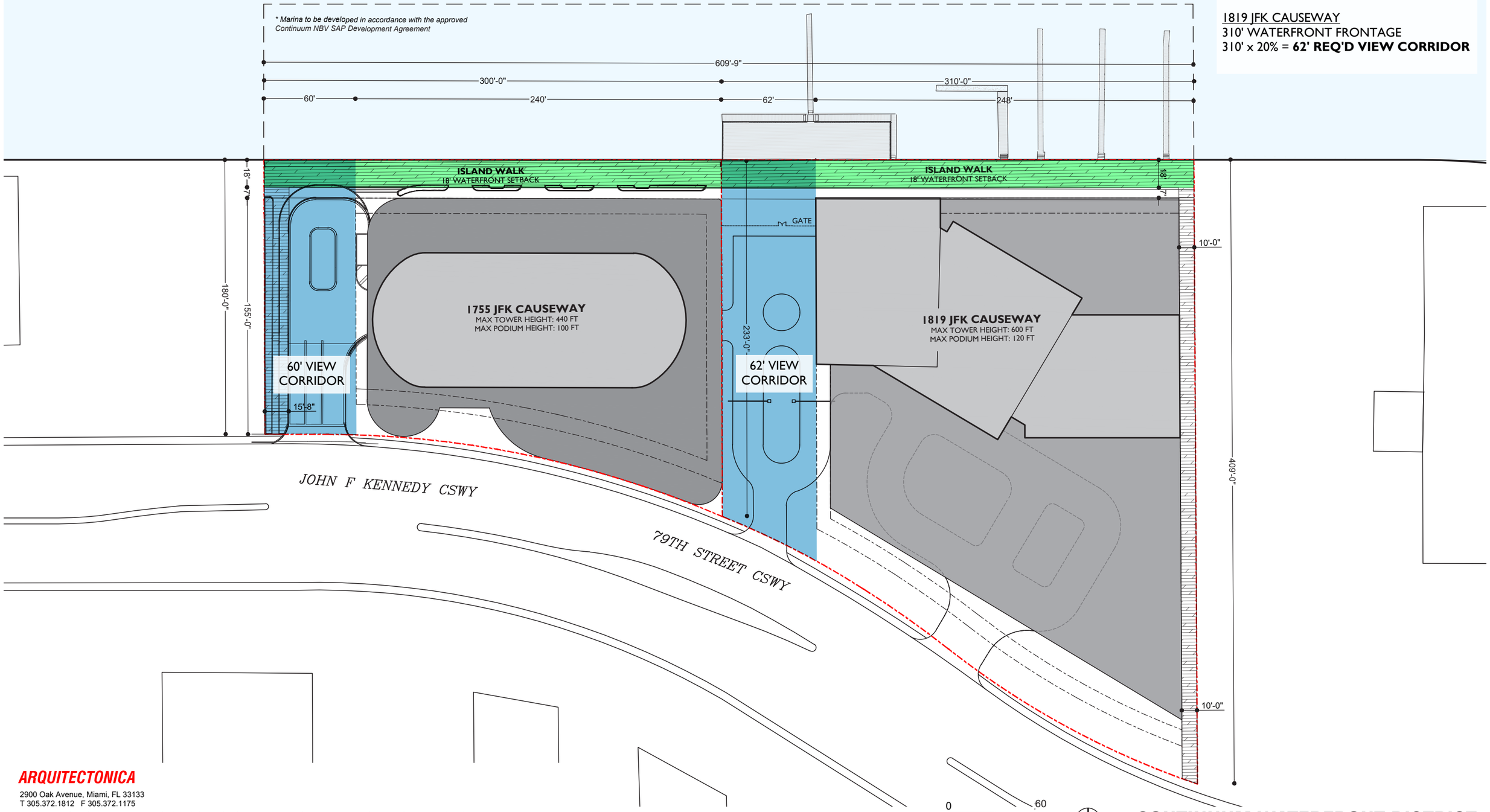
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VIEW CORRIDOR

VIEW CORRIDOR REQ'D WIDTH:
20% OF WATERFRONT FRONTAGE

1755 JFK CAUSEWAY
300' WATERFRONT FRONTAGE
300' x 20% = **60' REQ'D VIEW CORRIDOR**

1819 JFK CAUSEWAY
310' WATERFRONT FRONTAGE
310' x 20% = **62' REQ'D VIEW CORRIDOR**



04.22.2025

0 60

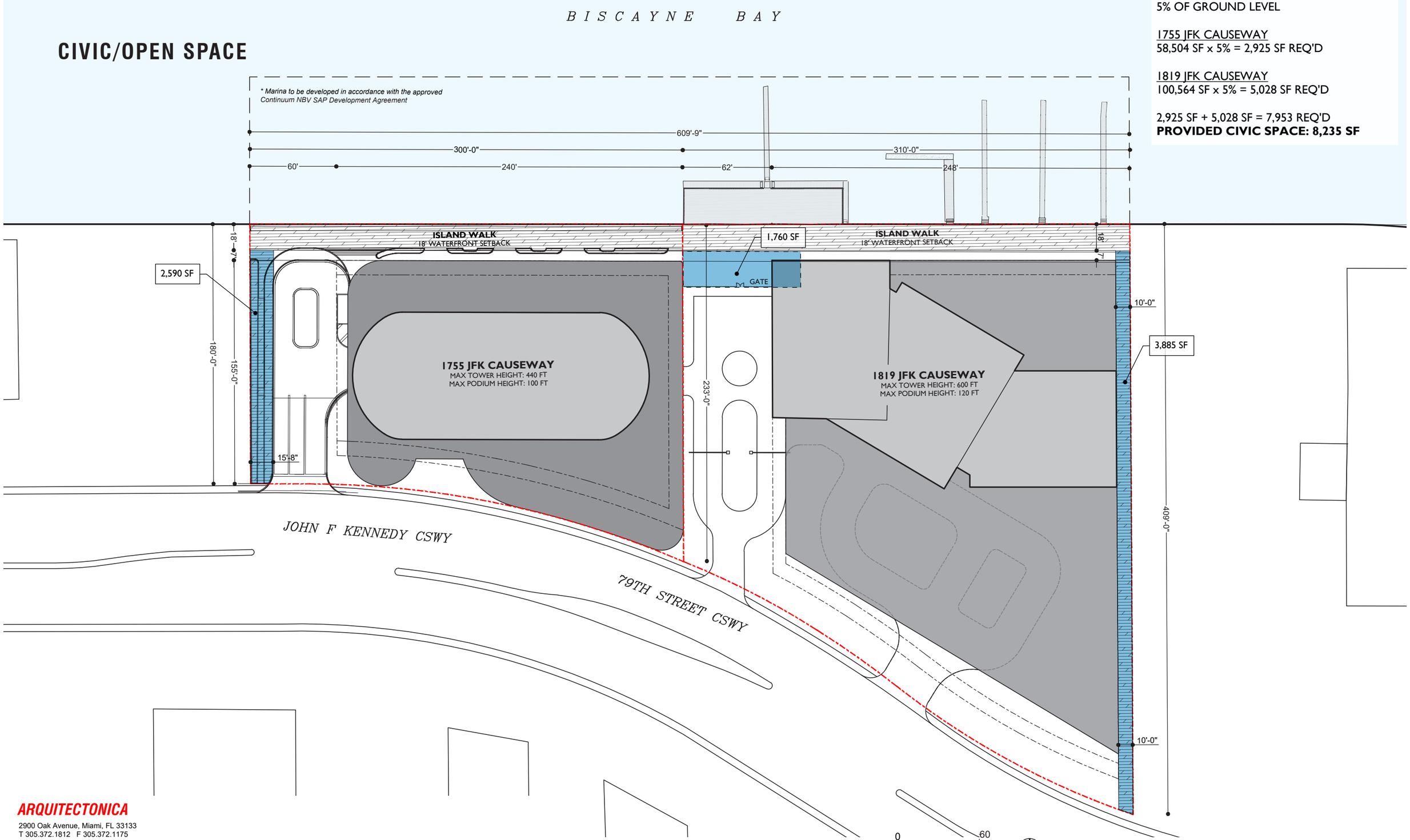
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CONTINUUM WATERFRONT DISTRICT

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CIVIC/OPEN SPACE



CIVIC SPACE REQ'D:
5% OF GROUND LEVEL

1755 JFK CAUSEWAY
58,504 SF x 5% = 2,925 SF REQ'D

1819 JFK CAUSEWAY
100,564 SF x 5% = 5,028 SF REQ'D

2,925 SF + 5,028 SF = 7,953 REQ'D
PROVIDED CIVIC SPACE: 8,235 SF

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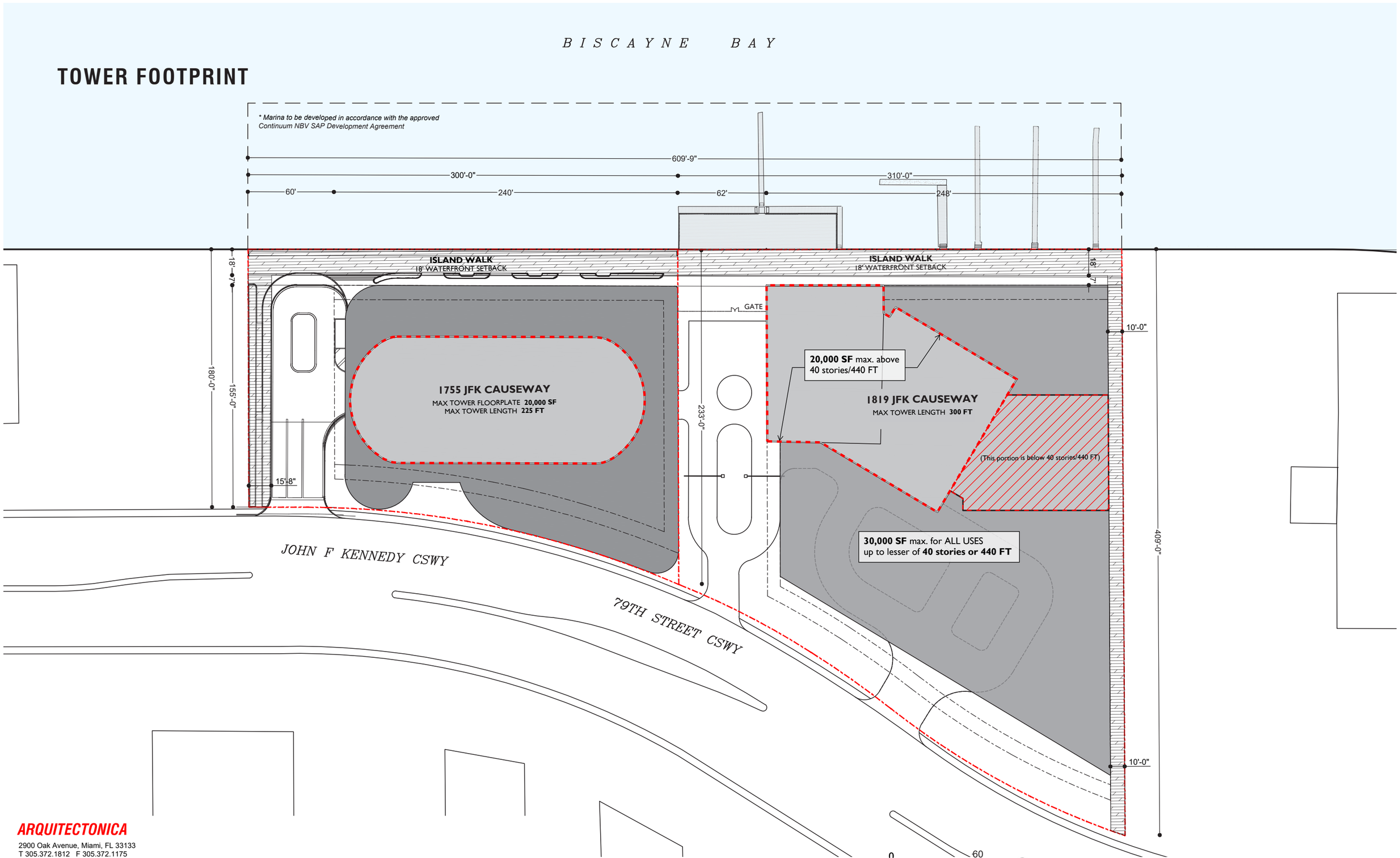
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04.22.2025

0 60
SCALE: 1" = 60'

TOWER FOOTPRINT



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04.22.2025

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SCALE: 1" = 60'

NORTH BAY VILLAGE, FLORIDA
DEVELOPMENT IMPACT ANALYSIS REPORT

Project Name:	1755 Kennedy Causeway
Location:	1755 John F. Kennedy Cswy., North Bay Village, FL 33141
Address:	1755 John F. Kennedy Cswy., North Bay Village, FL 33141
General Project Description:	Redevelopment of existing surface parking lot to a multi-story mixed-use building including 236 apartment units, 10,998 SF of full-service restaurant space and 634 SF of take-out restaurant.
Site Square Feet / Acreage:	60,900 SF / 1.40 acres

The following information and analysis are intended to satisfy the requirements set forth in Sections 5.18 – 5.20 of the Unified Land Development Code of North Bay Village, Florida, which provides guidelines and requirements to ensure that the Level of Service (LOS) standards as set forth in the adopted Comprehensive Plan will be maintained, unless mitigation is provided. The following LOS standards shall be used to analyze the infrastructure impacts of each development.

§ 5.20.A Potable Water –

1. Minimum design flow: 110 gallons per day (GPD) per capita:

   The following projected total potable water demand was calculated using land uses, square footage and/or number of units from the proposed development program, and demand rates from the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancy":

Type of Land Use	Qty.	Unit	Demand Rate per Unit (GPD)	Projected Flow Demand (GPD)
Apartment	236	Units	135 GPD/unit	31,860 GPD
Restaurant Full Service	10,998	SF	100 GPD/100 SF	10,998 GPD
Restaurant Take-Out	634	SF	100 GPD/100 SF	634 GPD
			Total Projected Demand (GPD)	43,492 GPD
			Total Projected Demand (MGD)	.043 MGD

   The total population for the Project is based on a per-capita demand of 100 gallons-per-day (GPD) from Chapter 11.243 of "Recommended Standards for Wastewater Facilities" ("Ten States Standards"), which results in a total population of 430. Applying the minimum required design flow from §5.20.A results in a total projected gallonage of 47,300 GPD, or .047 MGD. The table below shows the current permitted capacity of the MDWASD Water Treatment Plant serving the Project, along with actual consumption rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 153.69 MGD, which is well within the permitted capacity of the plant.

Plant	Permit No.	Expiration Date	Current Annual Avg. Capacity (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Hialeah-Preston	PWO-00001	-	153.64	153.69	225	71.31	31.7%

2. Pressure: To meet the minimum flow/pressure required for fire suppression as stipulated in Section 2-103.21. - Required Fire Flow; Consumption of the Miami-Dade County Code of Ordinances:

   A fire hydrant flow test performed by Miami-Dade Fire and Rescue (issued 2/4/2024) is included in Appendix A.

§ 5.20.B Wastewater - Minimum design flow of 110 gallons per day (GPD) per capita:

The following calculations of projected total wastewater flows and total population are the same as that calculated for potable water in §5.20.A.1 above. Applying the minimum required design flow of 110 GPD from §5.20.B to a population of 430 results in a total projected gallonage of 47,300 GPD, or 0.0478 MGD. The table below shows the current permitted capacity of the MDWASD Wastewater Treatment Plant serving the Project, along with actual flow rates in MGD. Adding the projected demands to the actual consumption results in a projected consumption of 110.55 MGD, which is well within the permitted capacity of the plant.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg. Incl. Project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Central District	FL0024805	12/31/2025	110.50	110.55	143	32.45	22.7%

Wastewater flows from the Project will be collected by an existing 12-inch diameter gravity sanitary sewer main flowing west along John F. Kennedy Causeway and conveyed south along Hispanola Avenue via a system of existing 8-inch to 15-inch diameter gravity sewer mains to the existing Hispanola Pump Station (No. 23-0003), which then lifts the flow into an existing 18-inch diameter gravity sewer main that conveys it to the existing Galleon Street (Main) pump station (No. 23-0001). The Main Pump Station then pumps into an existing 16-inch diameter sewage force main that conveys the flow north and west to Miami-Dade Water and Sewer Lift Station No. 2 (No. 30-0001).

The North Bay Village Hispanola Pump Station (No. 23-0003) is in “OK” condition per Miami-Dade County DERM. Average daily operating hours for the station are projected to be 8.20 hr./day, which is below the 10 hr./day operating rate usually flagged by Miami-Dade for further observation. The project rate was determined using Miami-Dade’s online Pump Station Capacity Estimator (Refer to Appendix B).

§ 5.20.C Transportation System –

Please refer to the updated traffic study prepared by Kimley-Horn and Associates dated January 31, 2025.

Please also refer to the North Bay Village established minimum LOS accepted for collector roadways:

Type of Facility	Minimum Peak Hour Level of Service
Collector Roadways	D

§ 5.20.D Drainage System –

The Project shall have the capacity to retain the total runoff from a design storm event of five-year frequency, including retention or detention with filtration of the first inch of runoff. Based upon the stormwater management calculations for the Project included in Appendix C, eight (8) stormwater gravity injection wells with minimum specific drawdown capacities of 250 GPM/ft-head are proposed, which will be sufficient to retain the total storm runoff volume from a design storm event of 25-year frequency and 72-hour duration with a safety factor of 2. This exceeds the Village criteria of a 5-year frequency storm.

§ 5.20.E Solid Waste – Required level of service of four pounds per capita per day.

Based on the Project population of 430 calculated in Section 5.20.A above and the solid waste section of North Bay Village's Comprehensive Plan (4 pounds of solid waste/ day), the project is expected to produce approximately 1720 lbs/day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

APPENDIX A

FIRE FLOW TEST RESULTS

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR440	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	1725 79TH STREET CSWY		

Flow Test Information			
Flow Test Date:	02/01/2024 14:24:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	17
Static Pressure:	53	Pitot 2:	16
Residual Pressure:	48	Pitot 3:	
Hydrant Flow:	1211.97		
Available Flow @ 20 PSIG:	3357.72		
Sprinkler Static Pressure:	48		
Sprinkler Residual Pressure:	43		
Sprinkler Flow:	1136.97		
Comments:			

Map



Requestor Information

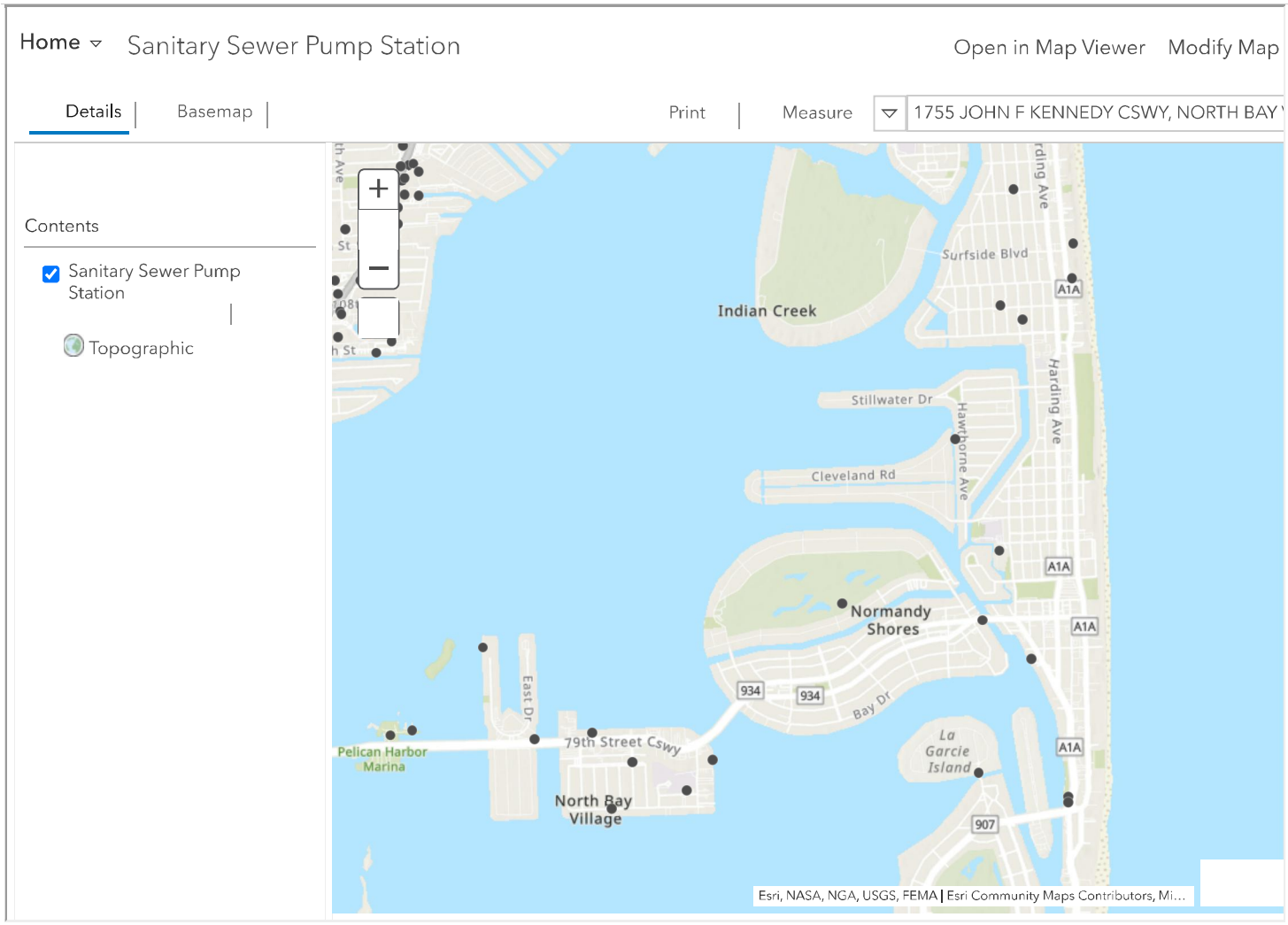
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Project Name:	
Application #:	

APPENDIX B

MIAMI DADE COUNTY

PUMP STATION CAPACITY ESTIMATOR

Pump Station Capacity Estimator



This Is Not An Official Document
2/11/2025 2:48 PM - Version i2.20

Calculations are based on the criteria stipulated in Section 24-42.3, Miami-Dade Code, and Federal Consent Decree (Case: No. 1:12-cv-24400-FAM)

Please be aware that the information obtained with this Application is for general information only, and it is only correct as of the time and date in which the search was executed. Consequently, the information obtained with this application DOES NOT CONSTITUTE AN OFFICIAL DEPARTMENTAL DETERMINATION or APPROVAL for your project. For any additional information about the **Pump Station Capacity Estimator** application, please refer to the Application Guidelines or contact the **RER–DERM Wastewater Permitting Section** at 305-372-6600 or via email at PSO@miamidade.gov

* Required fields

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0003
Proposed Projected Flow (GPD) *	43492 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	Yes
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	43,492 GPD
Project will require, or is part of, a Sewer Extension	Yes

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	7.46	0.74	8.20
↓	30	0001	OK	5.88	0.01	5.89
↓↓	30	CD	–	–	–	–

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

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LANGAN

Development Impact Analysis Report

1221 Brickell Avenue, Suite 1800 Miami, FL 33131 T: 786.264.7200 F: 786.264.7201

North Bay Village, Florida
Development Impact Analysis Report

Project Name:	1819 JFK Causeway
Address:	1819 John F. Kennedy Causeway, North Bay Village, FL 33141
Project Description:	Proposed development of a mixed-use building with 311 apartments units, 250 hotel rooms, 11,449 square-feet of restaurant space and 58,551 square-feet of commercial space.
Site Area:	100,564 SF / 2.31 AC

This analysis was conducted in accordance with Sections 5.20 and 5.22 of the Unified Land Development Code of North Bay Village, which outlines the Level of Service (LOS) standards and requirements set forth in the adopted Comprehensive Plan. The purpose of the provided information is to ensure compliance to these LOS standards and demonstrate that sufficient capacity exists for the proposed project.

§5.22.A. Potable water

New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the Potable Water sub-element of the North Bay Village Comprehensive Plan:

1. *Minimum design flow: 110 gallons per day (GPD) per capita*

The projected water demand calculations are based on the proposed development's land uses, square footage, and number of units, using the demand rates provided by the Miami-Dade Water and Sewer Department's (MDWASD) "Schedule of Daily Rated Gallonage for Various Occupancies".

Proposed Use	Loading Unit	Loading/Use		Average Daily Flow (GPD)
Apartment	311	135	GPD/UNIT	41,985
Hotel	250	115	GPD/Room	28,750
Full Service Restaurant	11,449	100	GPD/100 SF	11,449
Commercial	58,551	10	GPD/100 SF	5,855
		Total (GPD)		**88,039**
		Total (MGD)		**0.088**

As outlined in Chapter 11.243 of the Recommended Standards for Wastewater Facilities (Ten State Standards), the total population for this project is based on a per capita demand of 100 gallons per day (GPD), which results in a population of 880 for the site. Using the minimum required design flow from §5.22.A, the total projected flow is calculated to be 96,843 GPD, or 0.097 MGD.

The permitted capacity of the receiving MDWASD Water Treatment plant, along with the actual consumption rates in MGD is outlined in the table below. Based on readily available information, the Hialeah-Preston Water Treatment Plant should have enough capacity to receive flows from the project.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg including Project Flows (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity %
Hialeah-Preston	PWO-0001	11/30/22	135.36	135.46	225	89.5	40%

2. *Pressure: To meet Miami- Dade County Fire flow ordinance.*

A fire hydrant flow test was performed by Miami Dade County Fire Rescue on 08/26/2022. Refer to **Appendix B.**

§5.22.B. Wastewater

New development will not be approved unless there is sufficient capacity available to sustain the following levels of service for wastewater treatment, as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan:

1. *Minimum design flow: 110 gallons per day (GPD) per capita*

The projected wastewater flows and population are consistent with those determined for potable water in §5.22.A.1. above. The permitted capacity of the receiving MDWASD Wastewater Treatment plant, along with the actual consumption rates in MGD is outlined in the table below. Based on readily available information, the Central District Wastewater Treatment Plant should have sufficient capacity to received flows from the project.

Plant	FDEP Permit No.	Expiration Date	Current Annual Avg. Influent Flows (MGD)	Annual Avg including Project Flows (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity %
Central District	FL0024805	12/31/2025	117.16	117.26	143	25.74	18%

Wastewater from the project will be conveyed to the Hispanola Pump Station (PS 23-0003) via an existing 10-inch sanitary sewer main running west along John F. Kennedy Causeway and an existing 15-inch sanitary sewer main running south on Hispanola Avenue. Flows from PS 23-0003 are then conveyed to the Galleon Street (Main) Pump Station No. 23-0001 through an existing 18-inch gravity sanitary sewer main. PS 23-0001 pumps into an existing 16-inch sewer force main to the Miami-Dade Water and Sewer Lift Station PS 23-0002.

The receiving pump station for the project is the Hispanola Pump Station No. 23-0003. Using Miami-Dade's Pump Station Capacity Estimator, the nominal average pumping operating time (NAPOT) of PS 23-0003 is currently 7.28 hr/day. The projected average daily flow for the project increases the operating time of the pump station to 8.77 hr/day, which is above the 8 hr/day threshold where DERM would require further monitoring of the pump station. Therefore, additional analysis is required from Miami-Dade DERM to determine if the pump station will have sufficient capacity for the project.

The capacity of the downstream receiving pump stations was also analyzed using the County's Pump Station Capacity Estimator. The NAPOT of Galleon Street Pump Station (PS 23-0001) is currently 3.12 hr/day. The projected average daily flow for the project increases the NAPOT of PS 23-0001 to 3.59 hr/day, which is below the 8 hr/day threshold and therefore has capacity to receive the additional flows from the project. The further downstream receiving Pump Station PS 23-0002 is currently in a temporary moratorium and has a NAPOT of 4.42 hr/day. The Pump Station would have capacity to serve the project if the moratorium is lifted, as the proposed NAPOT with the projected average daily flow is 5.45 hr/day. It is our understanding that the city is expecting the moratorium to be lifted as the latest testing results were favorable, but the final decision would be up to DERM. Refer to **Appendix B** for Pump Station Capacity Estimator.

§5.22.C. Transportation System

A Traffic Impact Analysis (TIA) will be submitted by Langan Engineering and Environmental Services and coordinated with FDOT. The TIA will also be submitted to Miami-Dade County Traffic Engineering Department as required. Trip generation calculations and any subsequent trip generation equivalency matrices will be based upon the most recent version of the Institute of Transportation Engineers (ITE) *Trip Generation, Trip Generation Handbook*, and other pertinent sources.

The table below shows the minimum LOS accepted by North Bay Village for different roadway types per the Land Development Code:

Type of Facility	Minimum Peak Hour Level of Service
Arterial Roadways	D
Collector Roadways	D
Limited Access Roadways	D

A preliminary analysis of the capacity of the 79th Street Causeway was performed for three (3) major projects in the Village. The following table summarizes the preliminary analysis indicating excess capacity of the facility.

79th Street Causeway Peak Hour Capacity Analysis	
LOS D Two-Way Capacity [1]	4,850 vph

Current Trips [2]	3,120 vph
Trips from Approved Projects	
1755 79th Street / LGE [3]	121 nph
1850 79th Street / Shoma [3]	141 vph
Trips from Proposed Project	
1819 JFK Continuum	502 vph
Remaining Capacity	966 vph

[1] Source: FDOT 2023 Quality LOS Handbook - C5 Roadway
[2] Source: 2025 Existing Traffic Volume Collected
[3] Source: Approved traffic studies for each project

§5.22.D. Drainage System

No new development shall be approved unless there is sufficient capacity available to sustain a five-year frequency storm event including retention of detention with filtration of the first inch of runoff, as established in the Drainage sub-element of the North Bay Village Comprehensive Plan.

The project will be designed to retain the total runoff from a 5-year storm event using gravity injection wells. In accordance with DERM's water quality criteria, the wells have been sized to provide a 90-second detention time. Nine (9) stormwater gravity injection wells with a minimum specific drawdown capacity of 740 GPM/ft-head are required for the project per the stormwater management calculations included in **Appendix C**. The wells have sufficient capacity to retain the 100-year, 24-hour storm event with a safety factor of 1.50, exceeding the Village's requirement for a five-year frequency storm.

§5.22.E. Solid Waste

No New development shall be approved unless there is sufficient available capacity to sustain a lever of service for solid waste of four (4) pounds per capita per day as established in the Solid Waste sub-element of the North Bay Village Comprehensive Plan.

Based on the project population of 880 calculated in Section 5.22.A.1. above, the projected solid waste production for the Project will be 3,520 lb./day. It is anticipated that the Miami-Dade County landfill servicing North Bay Village will have the capacity required to handle the Project's solid waste.

Appendix:

Appendix A – Hydrant Flow Test
Appendix B – Miami-Dade Pump Station Capacity Estimator
Appendix C – Stormwater Calculations

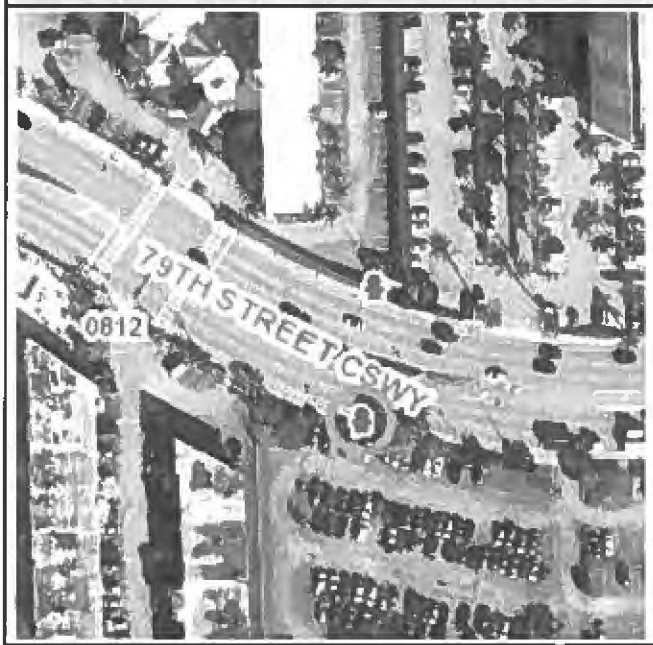
Appendix A

Hydrant Flow Test

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR426	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	1800 79TH STREET CSWY		
Flow Test Information			
Flow Test Date:	08/26/2022 13:47:00	Flow Status:	COMPLETE
Test By:	E205683	Pitot 1:	18
Static Pressure:	50	Pitot 2:	18
Residual Pressure:	47	Pitot 3:	0
Hydrant Flow:	1266		
Available Flow @ 20 PSIG:	4389.7		
Sprinkler Static Pressure:	45		
Sprinkler Residual Pressure:	42		
Sprinkler Flow:	1191		
Comments:	X2022169247		

Map



Requestor Information	
Date Requested:	08/31/2022 13:49:01
Requested By:	FIRE DEPT
Project Name:	NORTH BAY INN
Application #:	

Appendix B

Miami-Dade Pump Station Capacity Estimator

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0003
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	7.28	1.49	8.77
↓	30	0001	OK	5.88	0.02	5.90
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0001
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0001
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0001	OK	3.12	0.47	3.59
↓	30	0002	OK	6.30	0.05	6.35
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
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FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0002
Proposed Projected Flow (GPD) *	88039 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	No
Submit Clear	

Pump Station Capacity Estimator Result
→ ALLOCATION IS NOT ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0002
Proposed Projected Flow (GPD)	88,039 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0002	TM	4.42	1.03	5.45
↓	30	0002	OK	6.30	0.05	6.35
↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

Appendix C

Stormwater Management Calculations

Stormwater Management Calculations

DRAINAGE WELL CALCULATIONS

PROPOSED CONDITION WEIGHTED C-VALUE 1855 79 STREET CSWY		
Impervious Area (Ac)	Pervious Area (Ac)	Weighted C-Value
C = 0.9	C = 0.3	
2.31	0	**0.9**
Lowest elev.::	7.55 ft-NGVD	

Discharge Rate of Wells(DR) CFS/FT-Head = 740 GPM = 1.65 CFS

PROPOSED CONDITION RUNOFF CALCULATIONS								
Storm Event	Weighted C-Value	Intensity I ("/hr)	Area A (Ac)	Runoff (Q) Q=C*I*A (CFS)	Available Head H (ft)	Safety Factor	Well Discharge Rate with Safety Factor(CFS)	Wells Required
100-YR Storm 1-hr	0.90	14.70	2.31	30.56	3.15	1.50	3.46	8.83

Wells Provided 9

Notes:

1. Discharge Rate (DR) is assumed to be 740 GPM-FT Head Per Well based on other nearby drainage wells.
2. Peak Runoff Rate is the Stormwater Runoff (Q) - Discharge Rate of Existing Wells (DR)*Available Head (H).
3. The available head is the height between the rim of the lowest structures connected to the drainage area network to 1.5-ft above the SHWT (except when rim elevation is >9.5' NGVD (8-ft NAVD); see below).
4. If lowest rim elevation is higher than 9.5 ft NGVD (8-ft NAVD), use 9.5-ft NGVD for calculations. When abutting FDOT roads, use 8 regardless of Datum.

DRAINAGE WELL DETENTION VOLUME CALCULATIONS
PROJECT NO: 300360101

DRAINAGE WELL DETENTION VOLUME CALCULATIONS
PROJECT NO. 300360101

Drainage Area -	DA-1	
Q =	6.95	CFS (From 5 YR 1 HR Storm Event)
Volume =	625.50	CF (Q x 90 secs)
Total Number of Wells within Drainage Area =	9	Wells
Required Volume Per Well=	69.50	CF (Volume/Number of Wells)
2040 October Season High Ground Water Table	2.9	NGVD
Minimum Well Dimensions:		
L =	8	FT
W =	6	FT
Area =	48	SF (L x W)
Lowest Grate Elevation/Rim Elevation =	7.55	FT (NGVD)
Min. Top of Well Casing Elevation =	4.40	FT (NGVD)
Min. Bottom of Well Box Elevation =	2.40	FT (NGVD)
Minimum Height of Well Box for 90 sec. Detention Time		
H =	2.00	FT (Top of Well Casing Elevation - Bottom of Well Box (El.)
Total Detention Volume Below Well Casing =	89.72	CF (Area x H)-casing vol. Okay

CONTINUUM WATERFRONT DISTRICT

STUDY MASSINGS

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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.



MASSING STUDY
PROPOSED DESIGN



MASSING STUDY
AS OF RIGHT - OPTION 1



MASSING STUDY
AS OF RIGHT - OPTION 2

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MASSING STUDY | DATA TABLE

AS OF RIGHT - OPTION 1				WEST PARCEL TOWERS 1 + 2 FLR	EAST PARCEL TOWERS 3 + 4 FLR
			340'		
Level 30	Units	12'	328'	20,060 sf	33,005 sf
Level 29	Units	10'	318'	20,060 sf	33,005 sf
Level 28	Units	10'	308'	20,060 sf	33,005 sf
Level 27	Units	10'	298'	20,060 sf	33,005 sf
Level 26	Units	10'	288'	20,060 sf	33,005 sf
Level 25	Units	10'	278'	20,060 sf	33,005 sf
Level 24	Units	10'	268'	20,060 sf	33,005 sf
Level 23	Units	10'	258'	20,060 sf	33,005 sf
Level 22	Units	10'	248'	20,060 sf	33,005 sf
Level 21	Units	10'	238'	20,060 sf	33,005 sf
Level 20	Units	12'	226'	20,060 sf	33,005 sf
Level 19	Units	10'	216'	20,060 sf	33,005 sf
Level 18	Units	10'	206'	20,060 sf	33,005 sf
Level 17	Units	10'	196'	20,060 sf	33,005 sf
Level 16	Units	10'	186'	20,060 sf	33,005 sf
Level 15	Units	10'	176'	20,060 sf	33,005 sf
Level 14	Units	10'	166'	20,060 sf	33,005 sf
Level 13	Units	10'	156'	20,060 sf	33,005 sf
Level 12	Units	10'	146'	20,060 sf	33,005 sf
Level 11	Units	10'	136'	20,060 sf	33,005 sf
Level 10	Units	10'	126'	20,060 sf	33,005 sf
Level 9	Units	10'	116'	20,060 sf	33,005 sf
Level 8	Amenities	20'	**96'**	20,060 sf	33,005 sf
Level 7	Parking	16'	80'	41,700 sf	79,035 sf
Level 6	Parking	10'	70'	41,700 sf	79,035 sf
Level 5	Parking	10'	60'	41,700 sf	79,035 sf
Level 4	Parking	10'	50'	41,700 sf	79,035 sf
Level 3	Parking	10'	40'	41,700 sf	79,035 sf
Level 2	Parking	10'	30'	41,700 sf	79,035 sf
Mezzanine		10'	20'	12,510 sf	23,711 sf
Level 1	Ground Floor	20'		29,190 sf	55,325 sf
				FLR	FLR
SUBTOTALS				753,280 sf	1,312,360 sf
TOTAL FLR		**2,065,640 sf**			

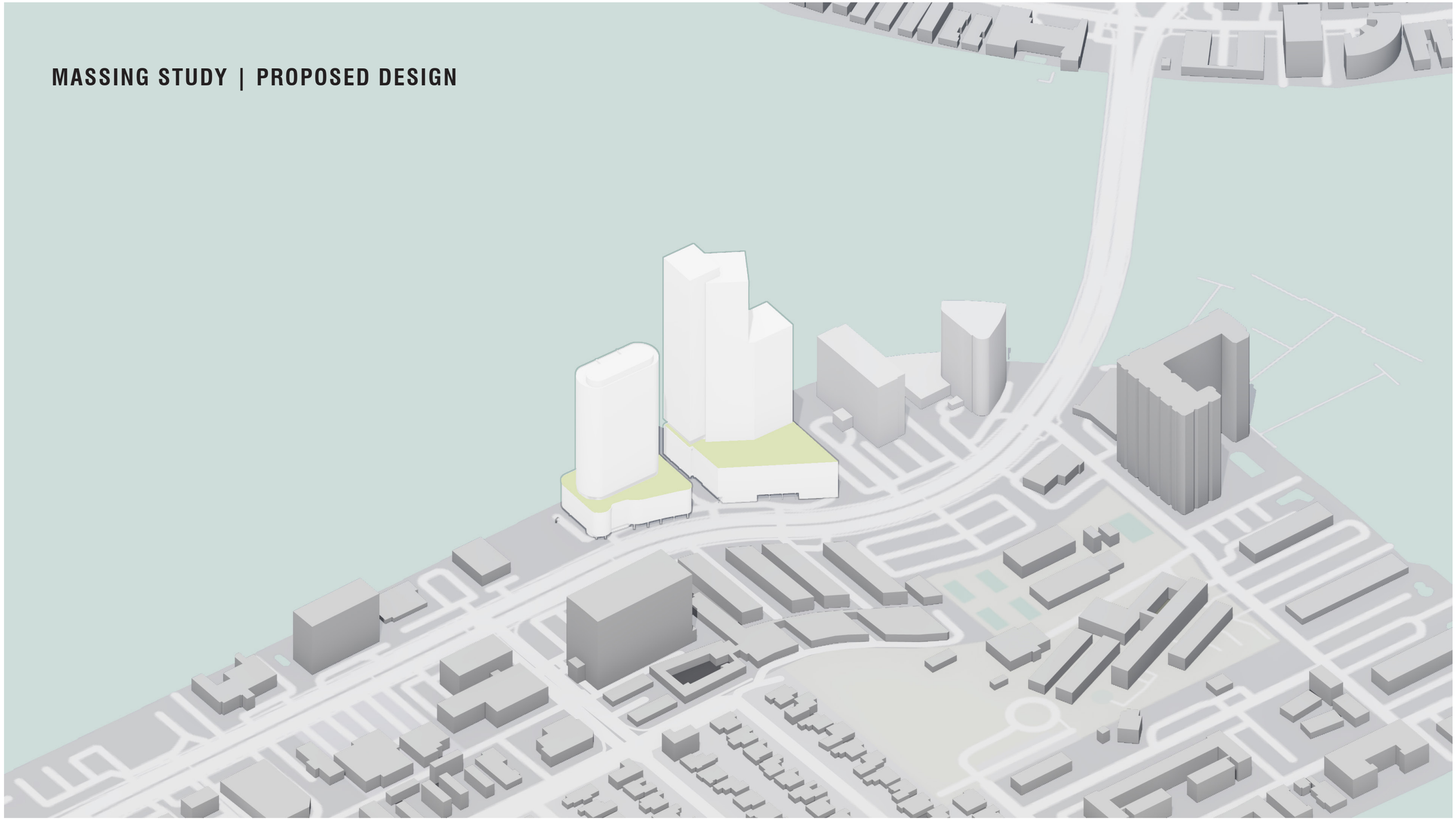
AS OF RIGHT - OPTION 2				TOWER 1 FLR	TOWER 2 FLR	TOWER 3 FLR	TOWER 4 FLR	TOWER 5 FLR	TOWER 6 FLR
			340'						
Level 30	Units	12'	328'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 29	Units	10'	318'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 28	Units	10'	308'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 27	Units	10'	298'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 26	Units	10'	288'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 25	Units	10'	278'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 24	Units	10'	268'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 23	Units	10'	258'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 22	Units	10'	248'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 21	Units	10'	238'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 20	Units	12'	226'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 19	Units	10'	216'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 18	Units	10'	206'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 17	Units	10'	196'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 16	Units	10'	186'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 15	Units	10'	176'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 14	Units	10'	166'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 13	Units	10'	156'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 12	Units	10'	146'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 11	Units	10'	136'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 10	Units	10'	126'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 9	Units	10'	116'	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 8	Amenities	20'	**96'**	7,500 sf	7,500 sf	8,515 sf	7,500 sf	12,000 sf	14,230 sf
Level 7	Parking	16'	80'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 6	Parking	10'	70'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 5	Parking	10'	60'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 4	Parking	10'	50'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 3	Parking	10'	40'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Level 2	Parking	10'	30'	10,855 sf	11,700 sf	13,785 sf	17,195 sf	22,330 sf	31,175 sf
Mezzanine		10'	20'	3,257 sf	3,510 sf	4,136 sf	5,159 sf	6,699 sf	9,353 sf
Level 1	Ground Floor	20'		7,599 sf	8,190 sf	9,650 sf	12,037 sf	15,631 sf	21,823 sf
				FLR	FLR	FLR	FLR	FLR	FLR
SUBTOTALS				248,485 sf	254,400 sf	292,340 sf	292,865 sf	432,310 sf	545,515 sf
TOTAL FLR		**2,065,915 sf**							

PROPOSED DESIGN	
PROPOSED LOT AREA	**159,068 sf**
INTENSITY / FLR 13.0 MAX	**2,067,884 sf**

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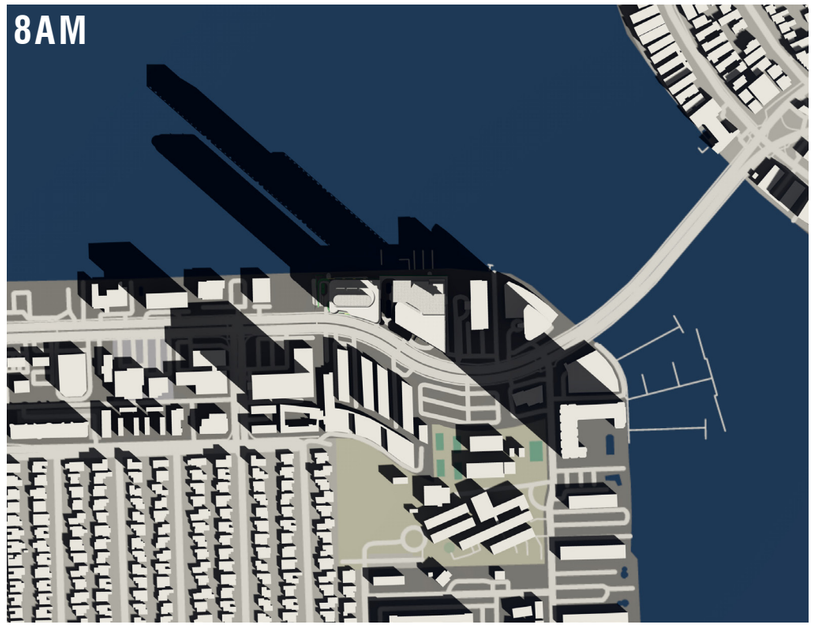
MASSING STUDY | PROPOSED DESIGN

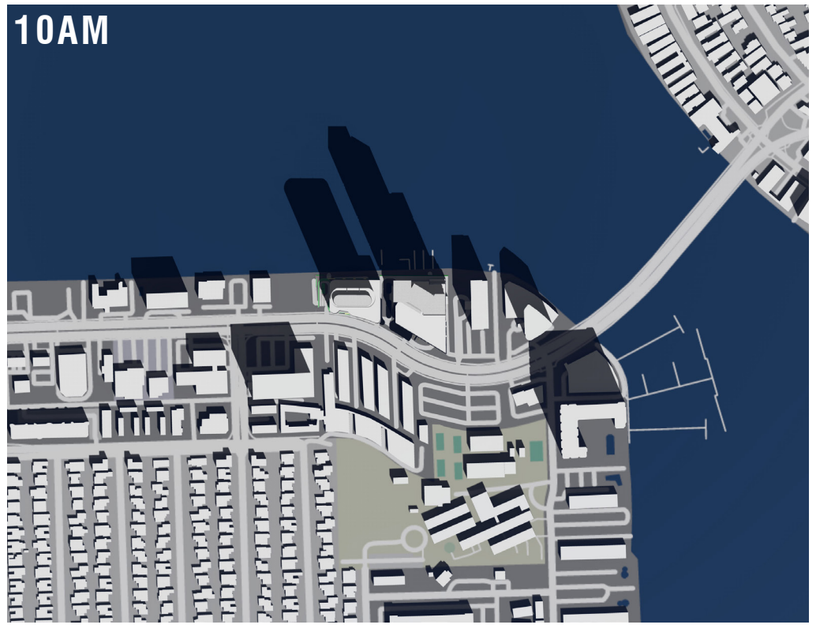


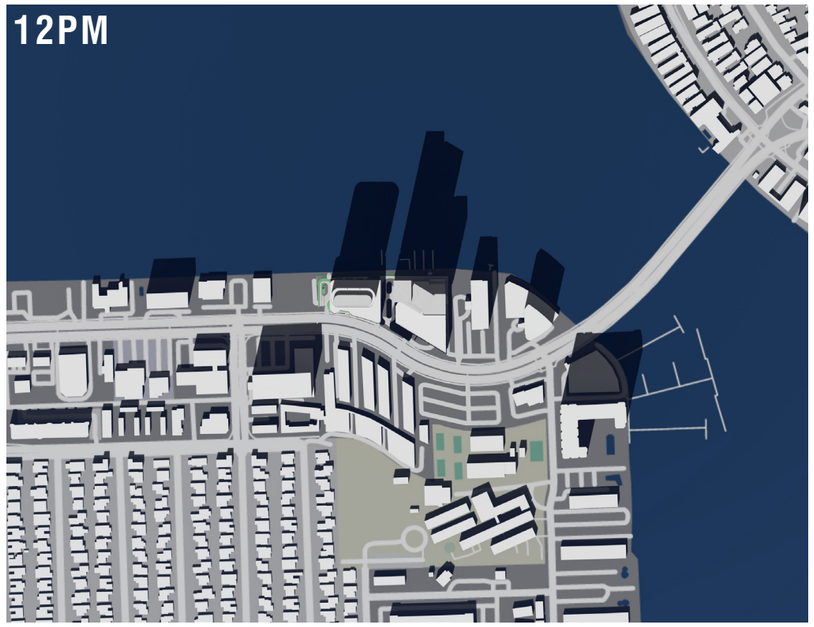
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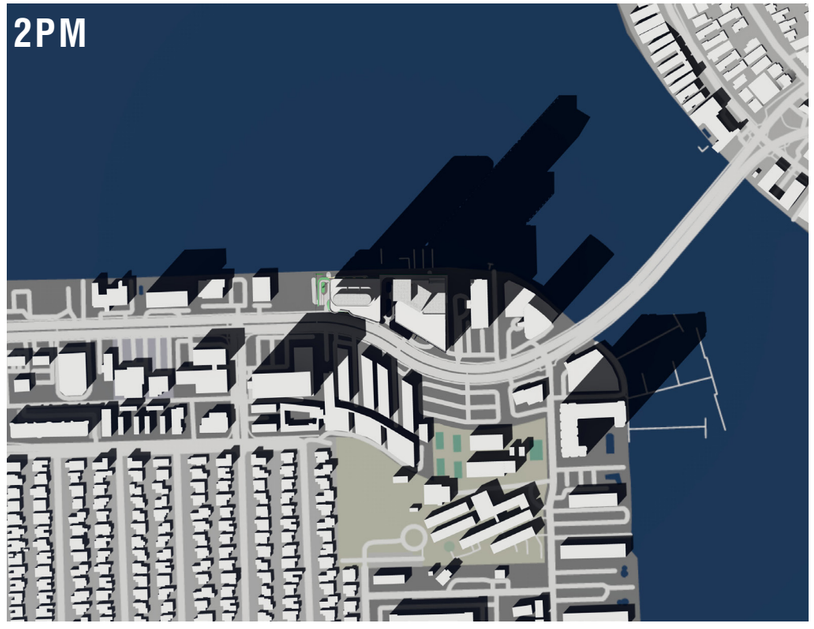
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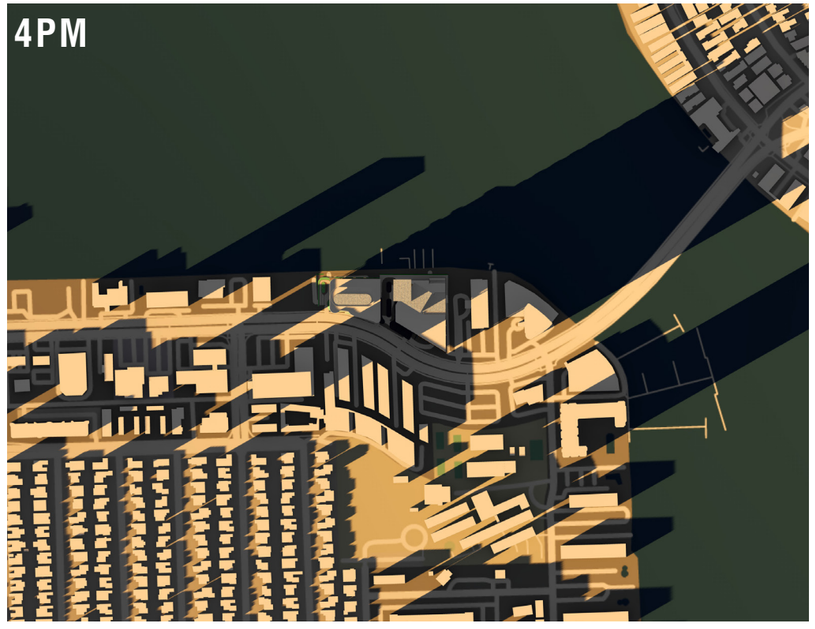
MASSING STUDY | PROPOSED DESIGN | WINTER SUN STUDY













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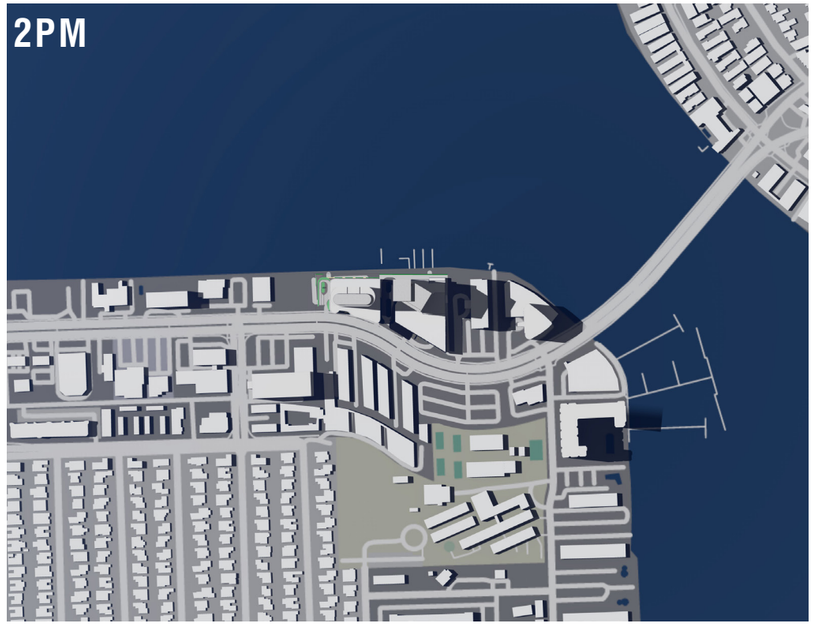
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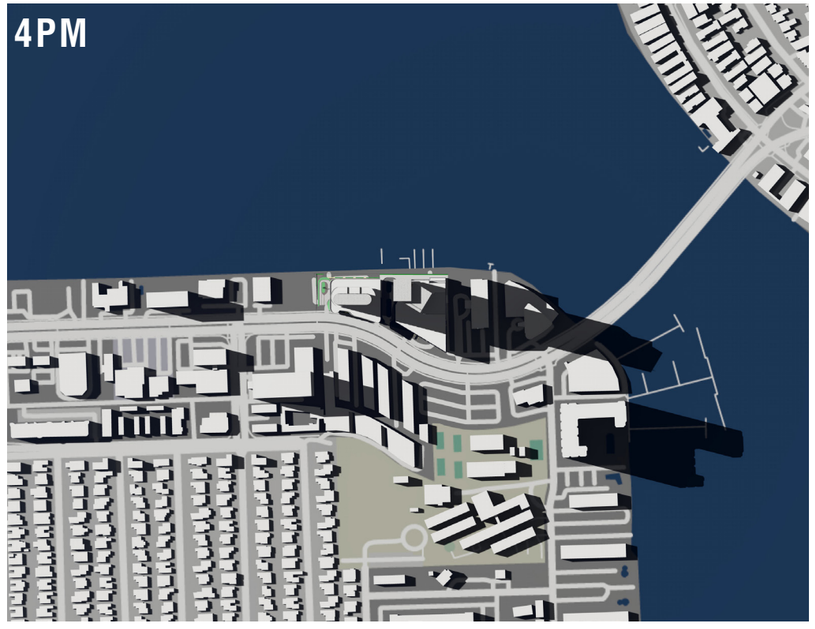
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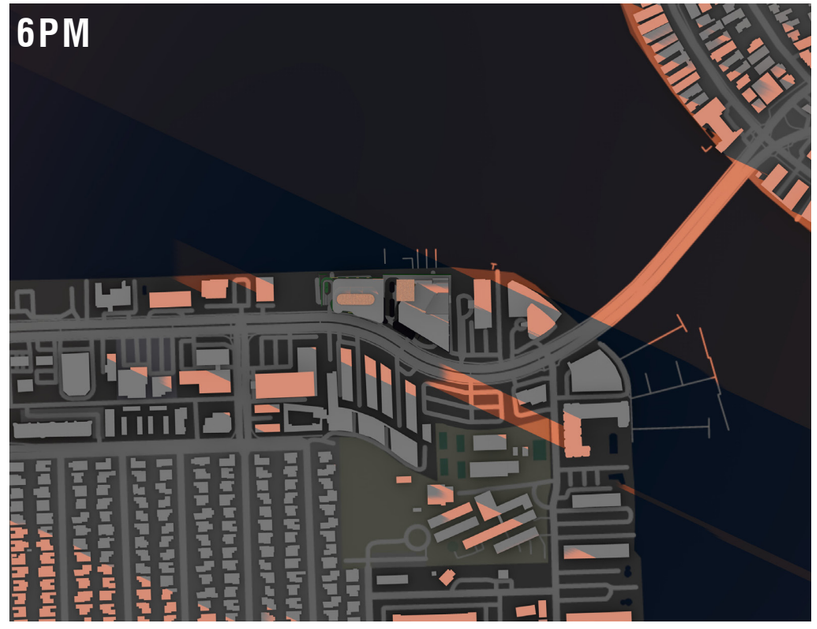










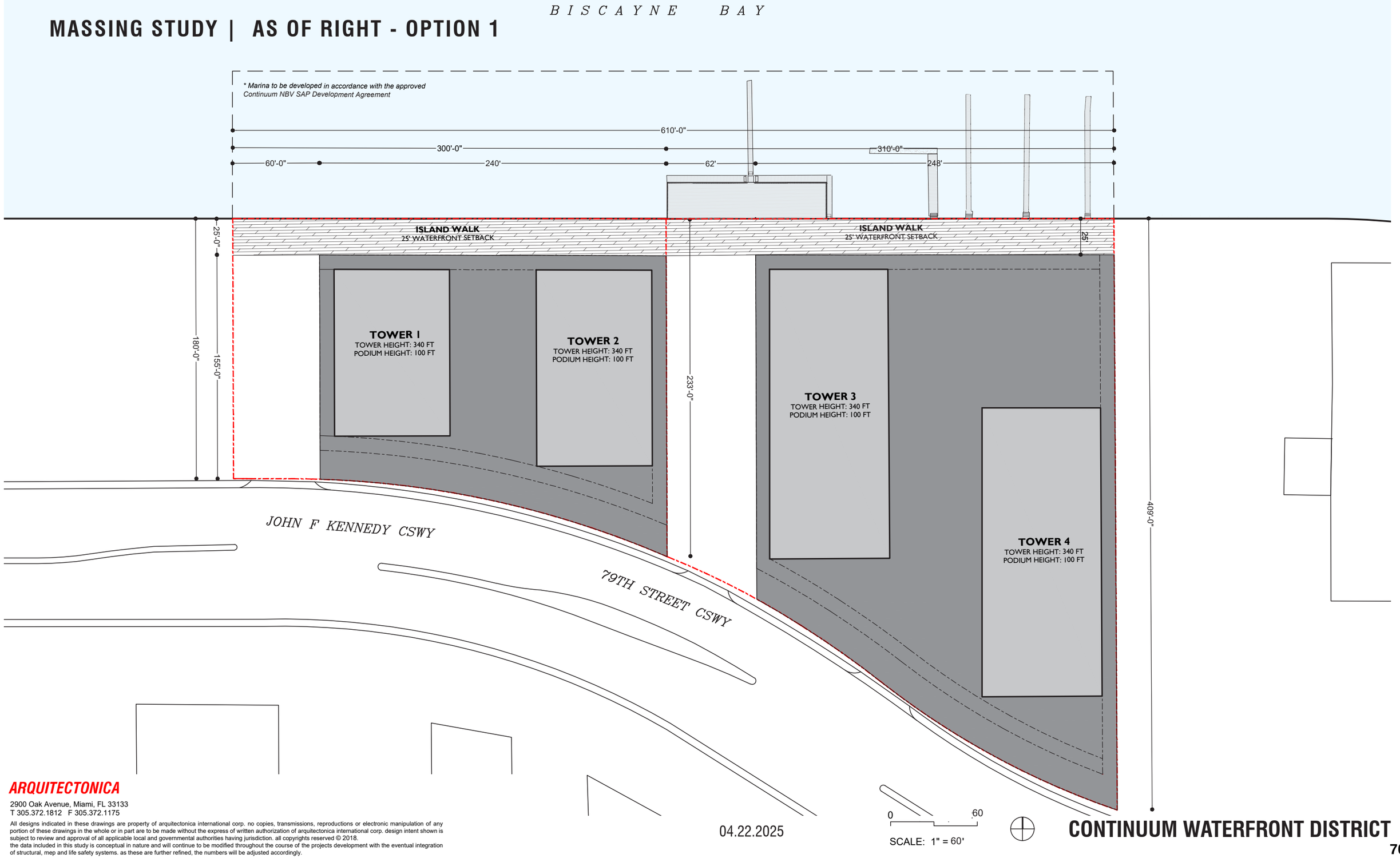


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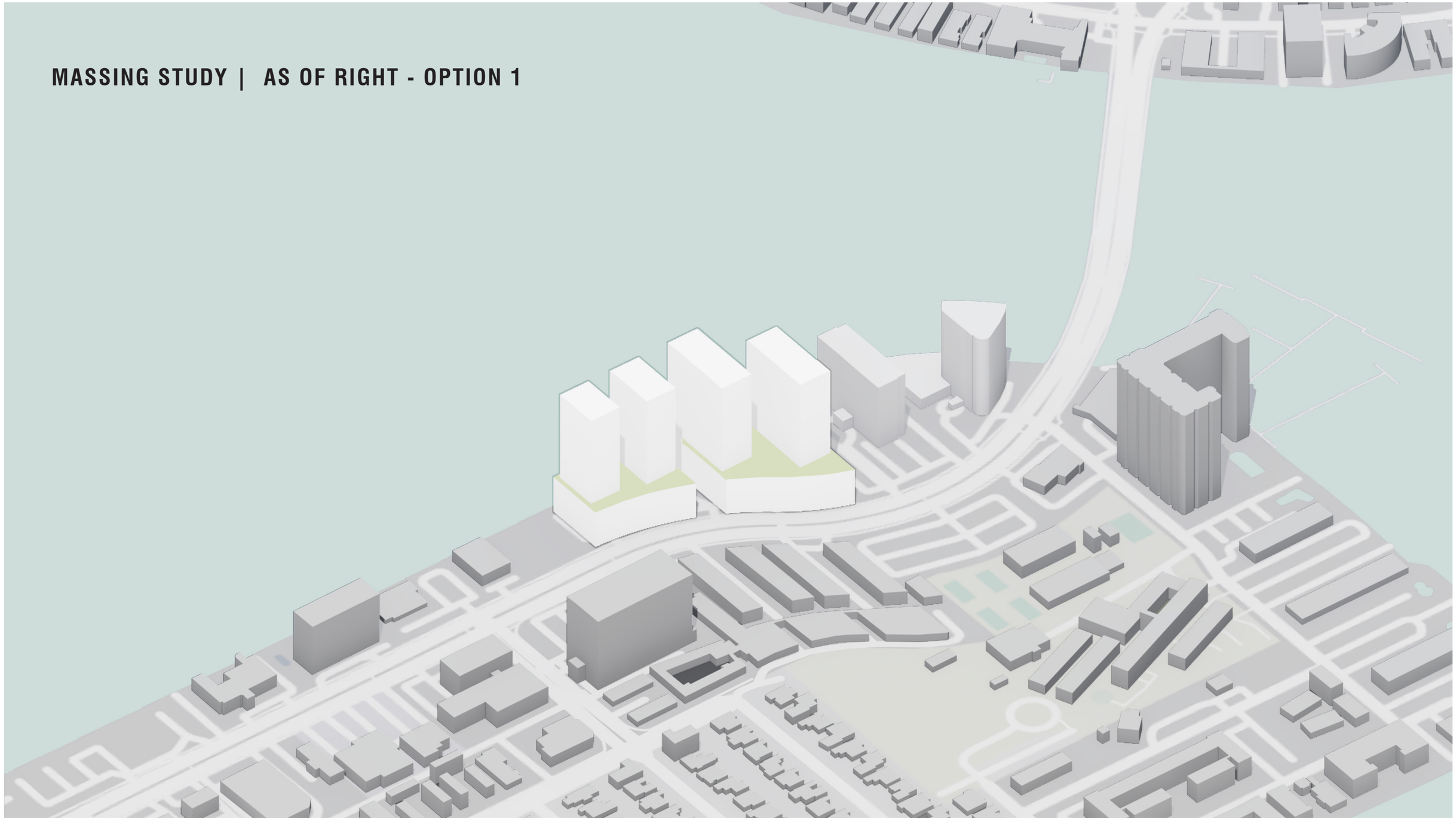
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CONTINUUM WATERFRONT DISTRICT

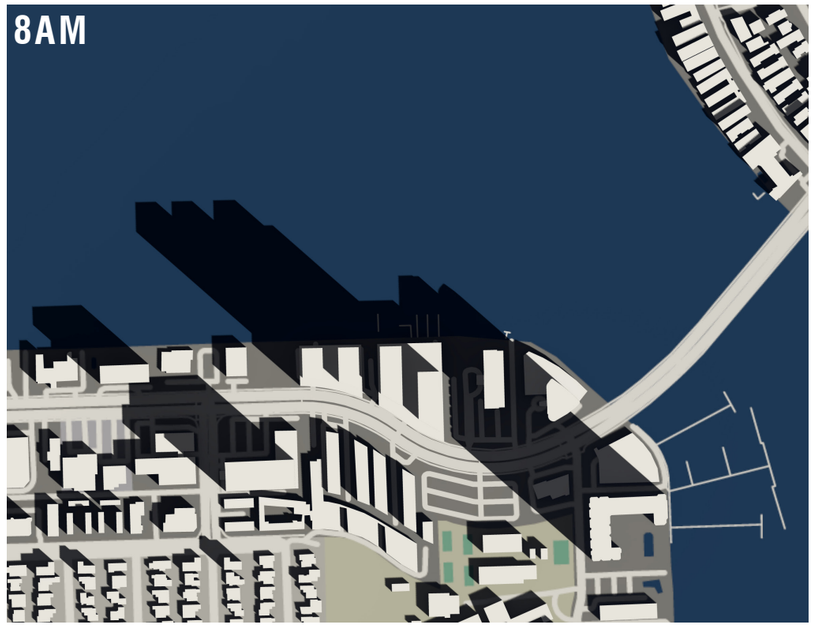
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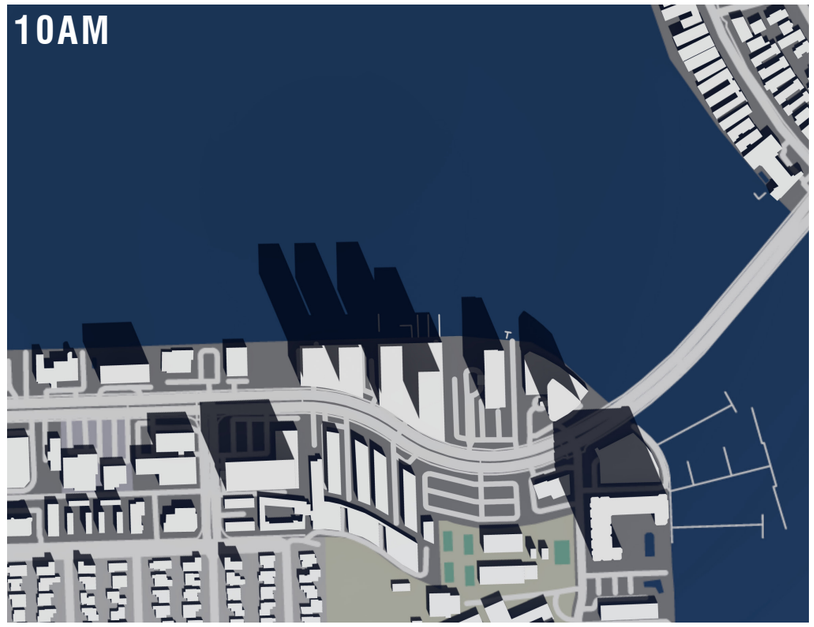


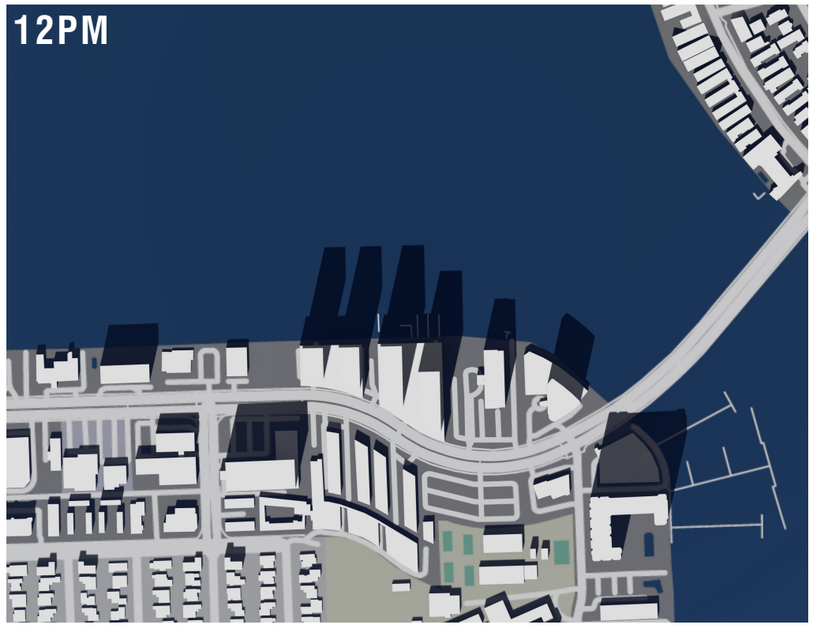
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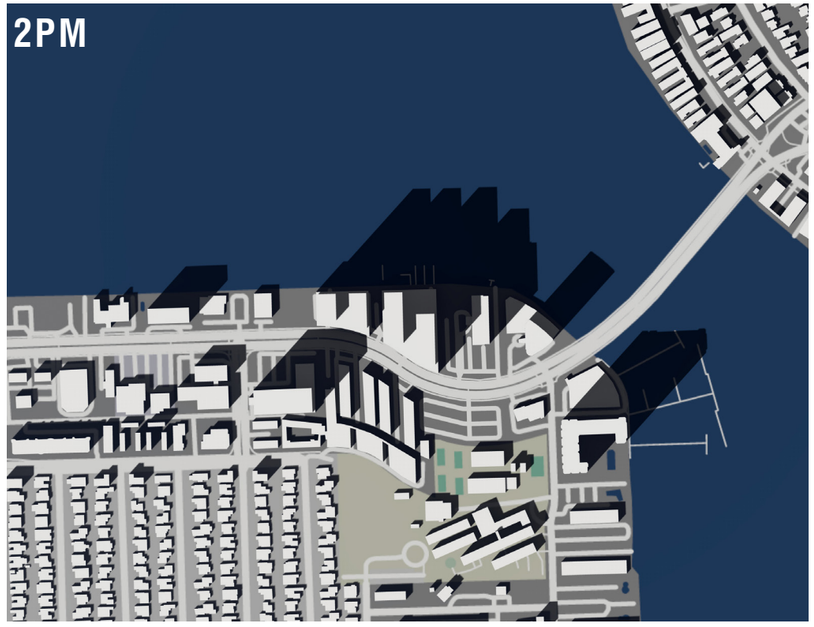
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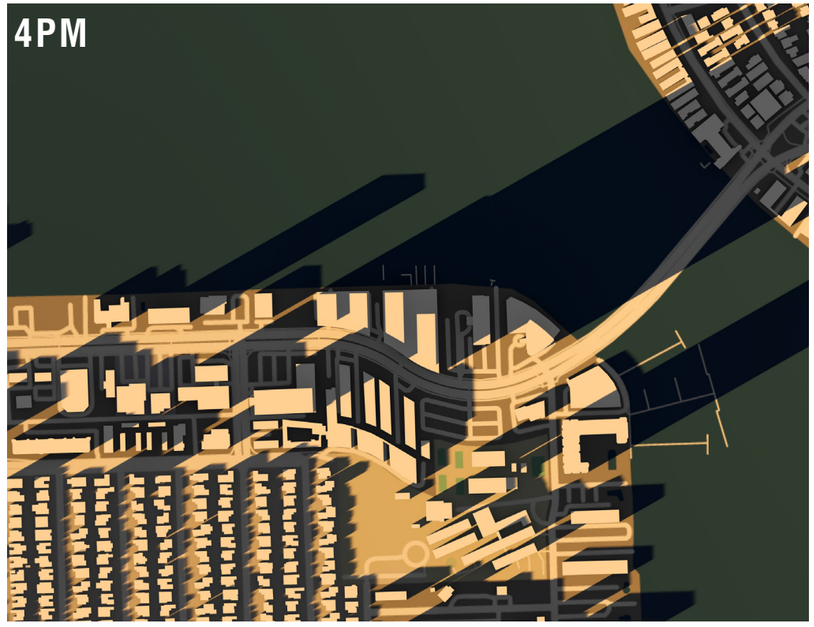
MASSING STUDY | AS OF RIGHT - OPTION 1 | WINTER SUN STUDY









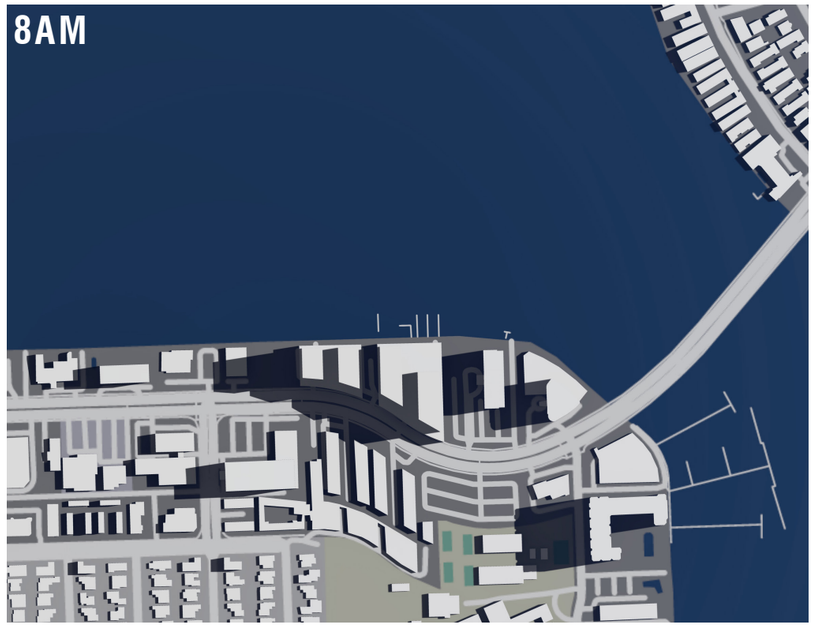


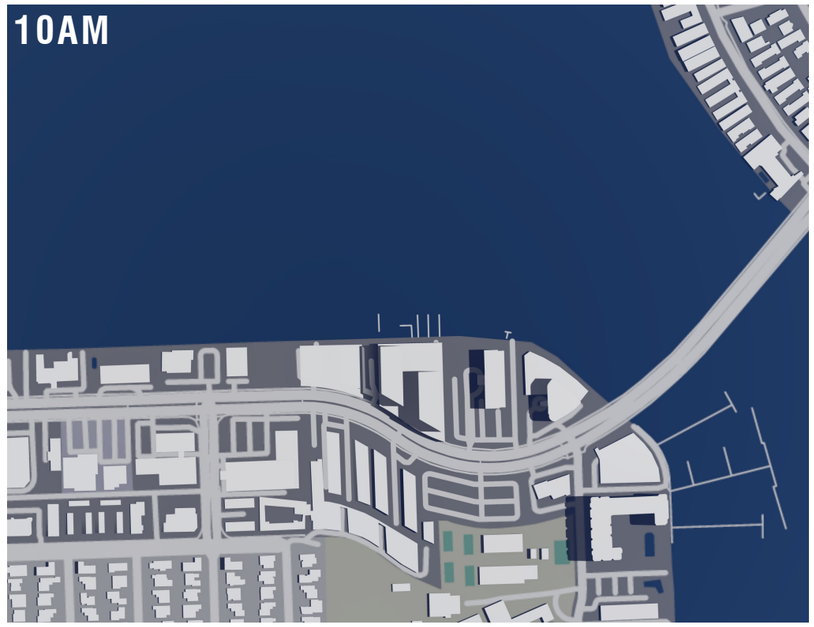


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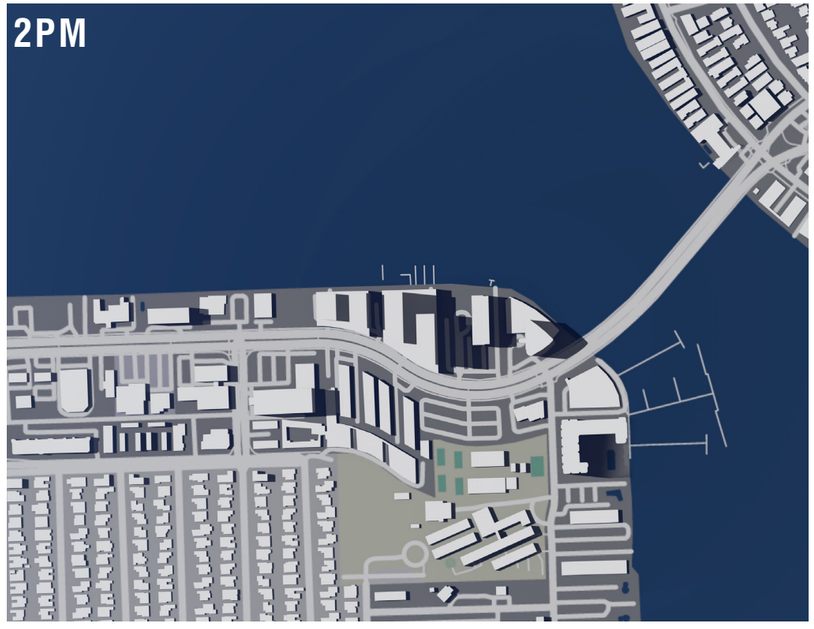
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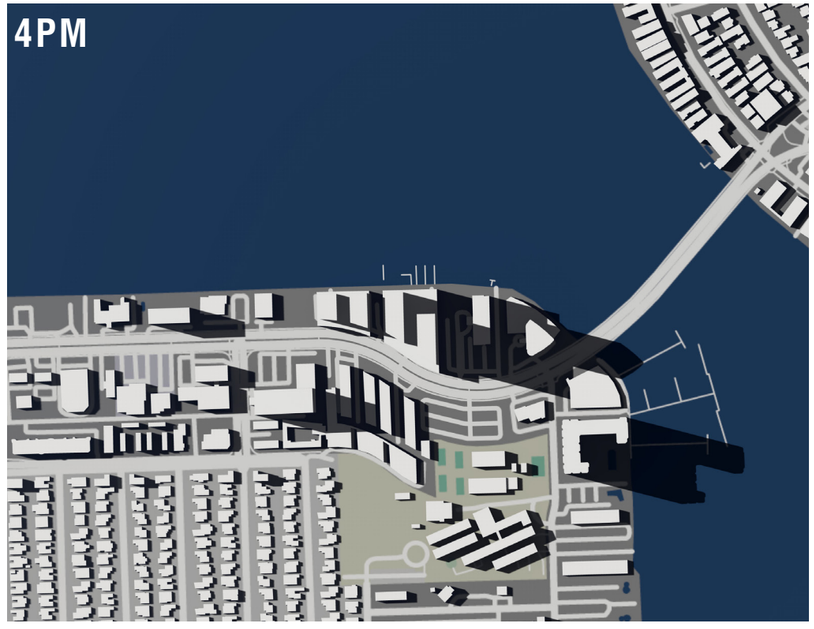
MASSING STUDY | AS OF RIGHT - OPTION 1 | SUMMER SUN STUDY

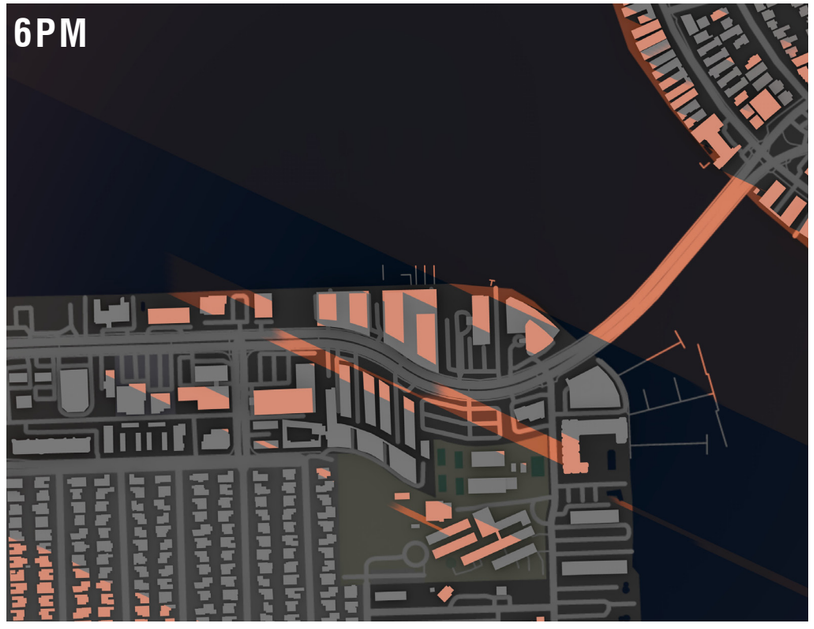








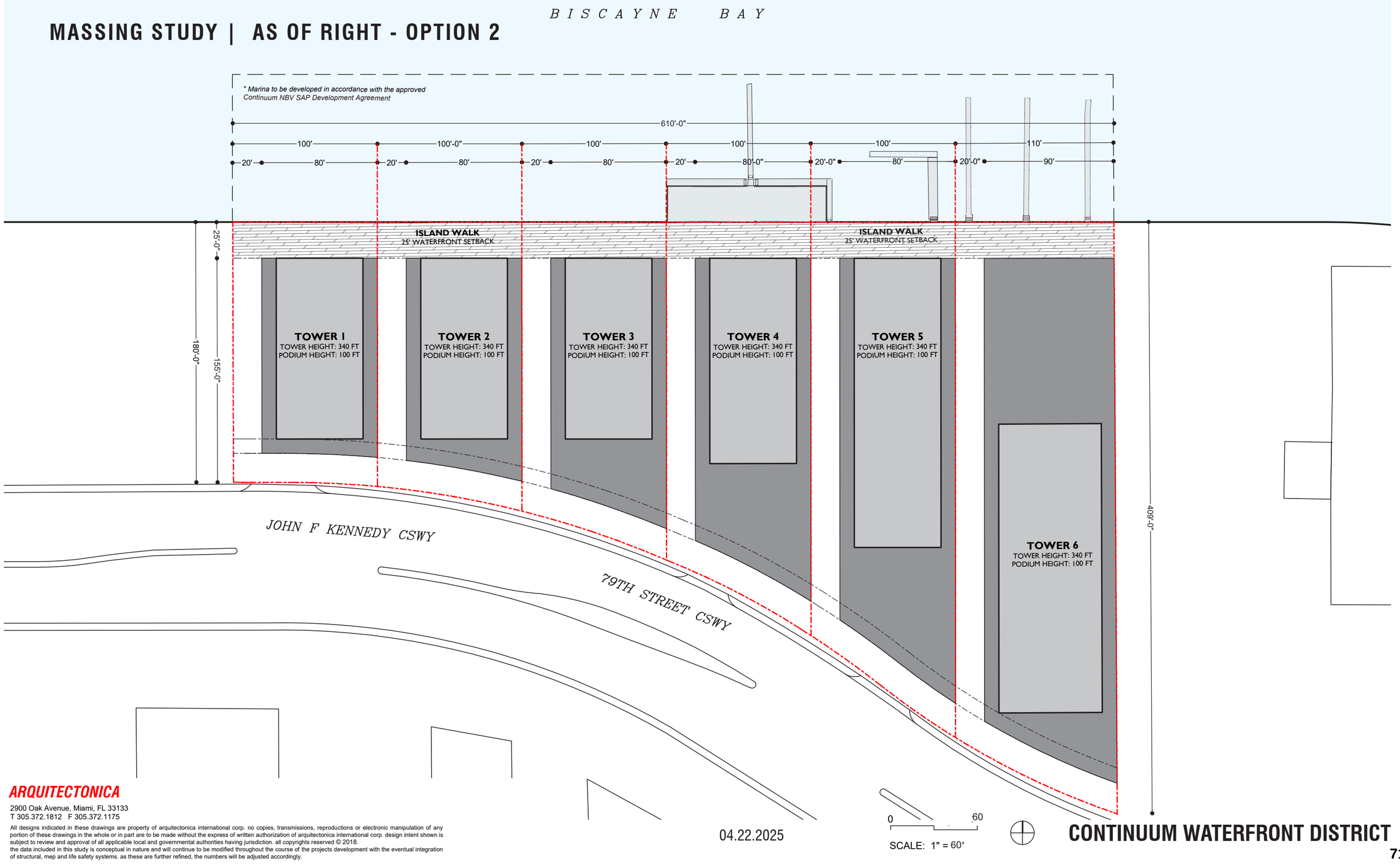




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MASSING STUDY | AS OF RIGHT - OPTION 2



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04.22.2025

CONTINUUM WATERFRONT DISTRICT

MASSING STUDY | AS OF RIGHT - OPTION 2

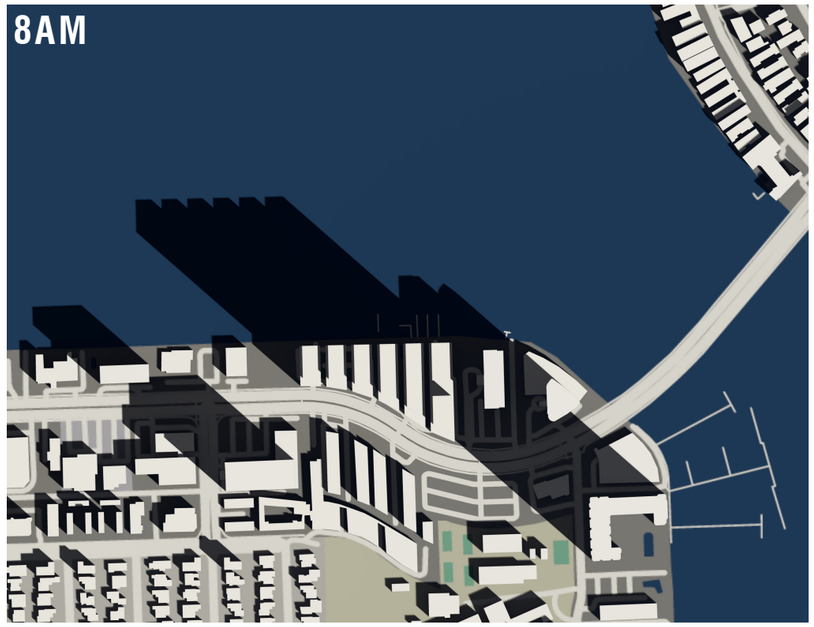


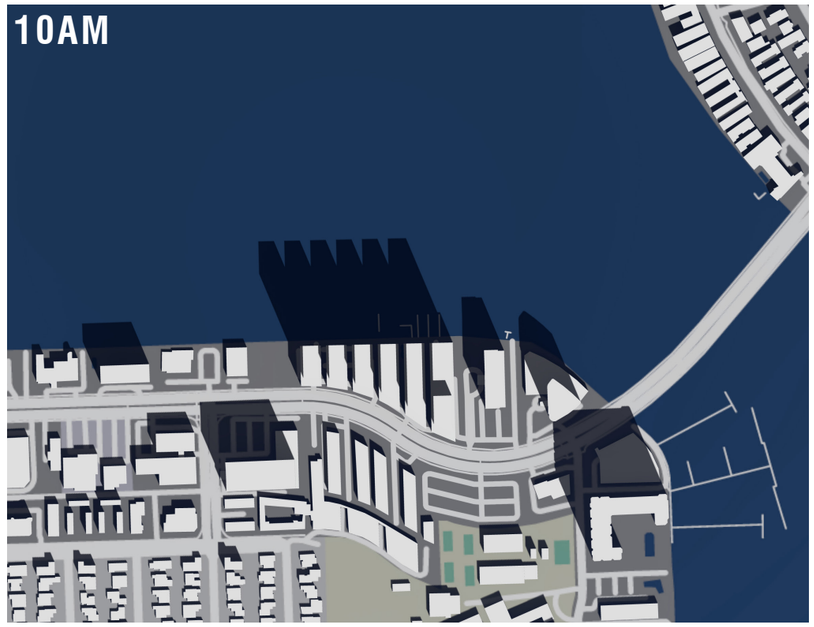
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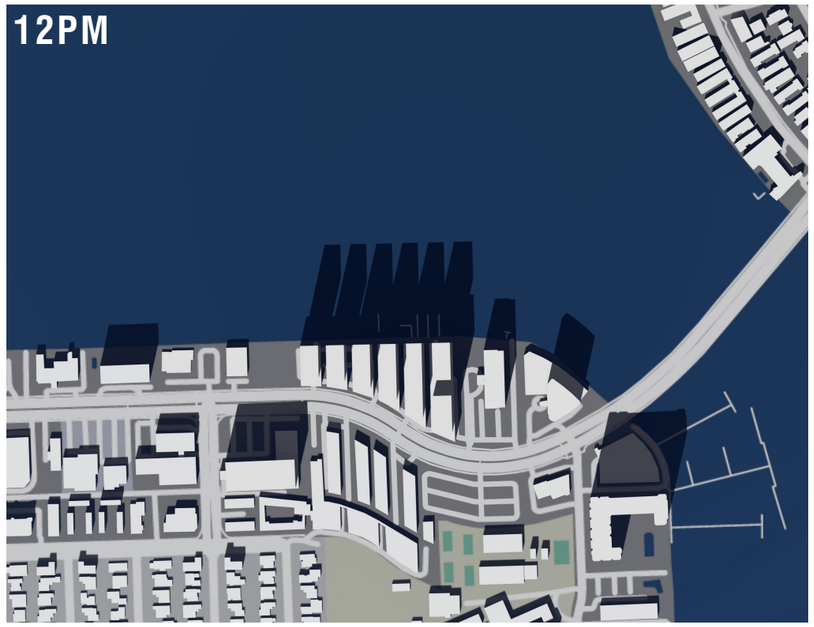
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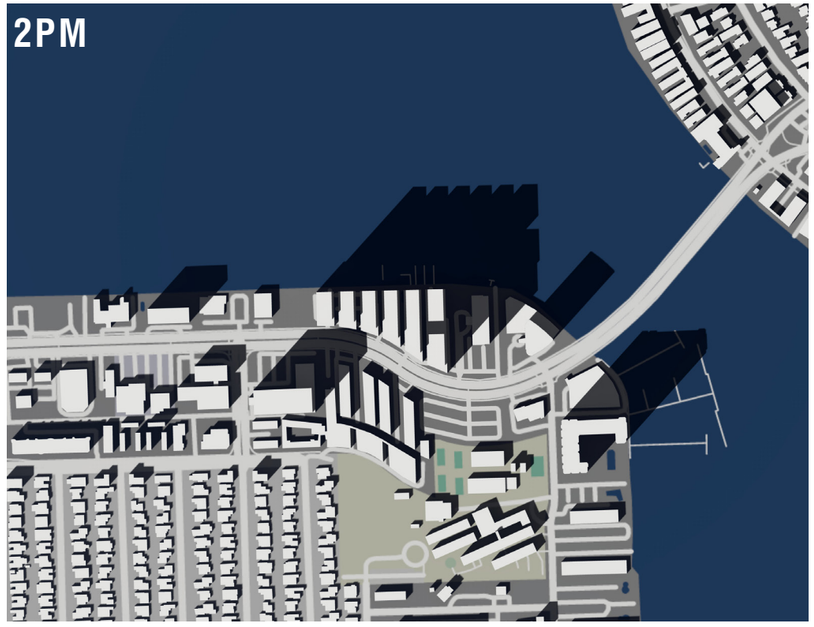
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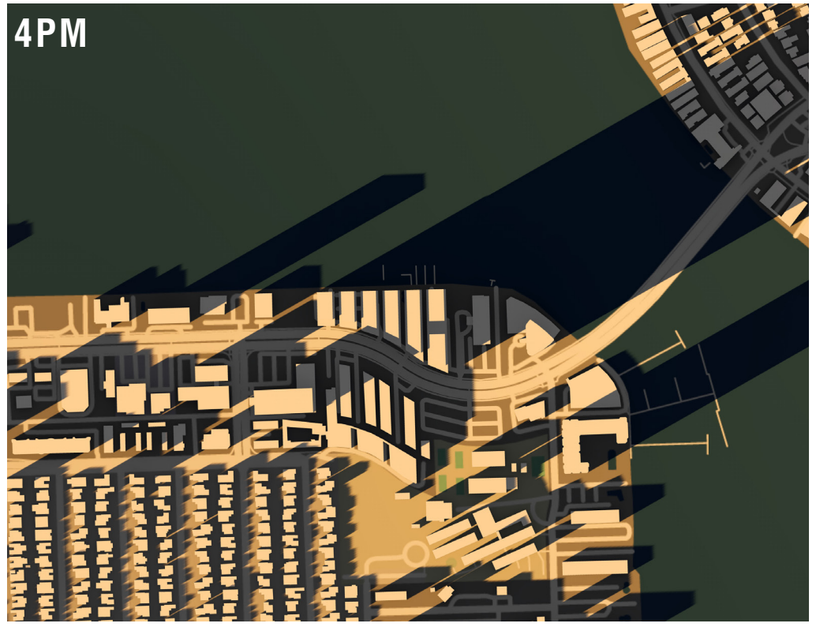
MASSING STUDY | AS OF RIGHT - OPTION 2 | WINTER SUN STUDY









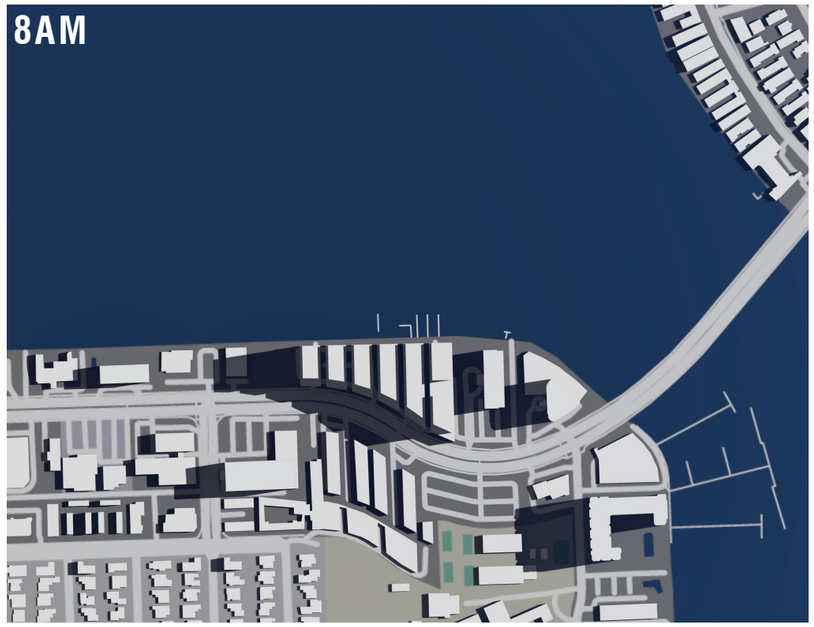


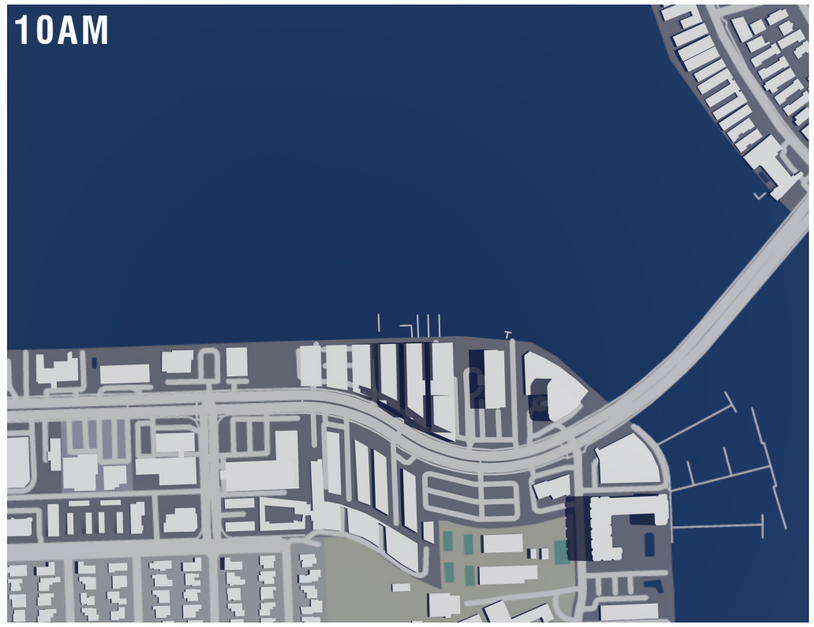


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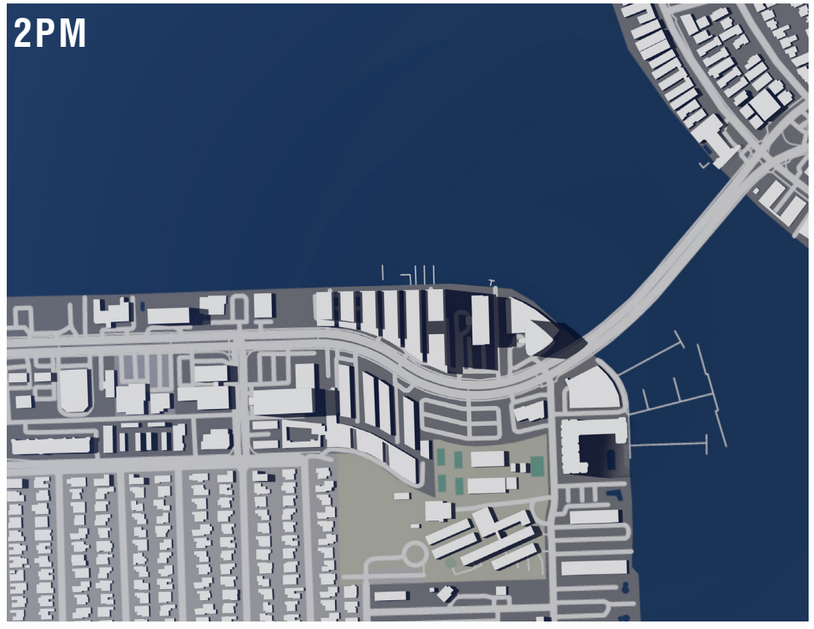
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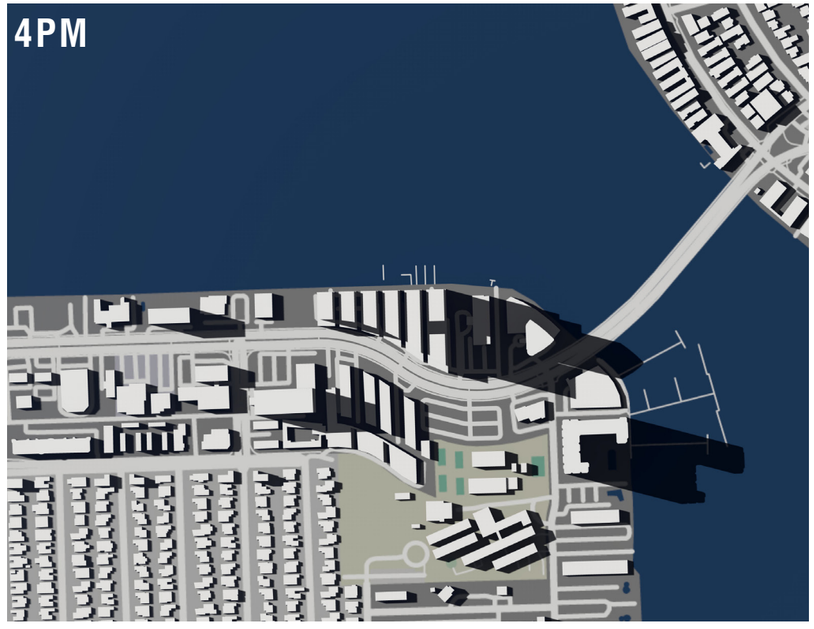
MASSING STUDY | AS OF RIGHT - OPTION 2 | SUMMER SUN STUDY

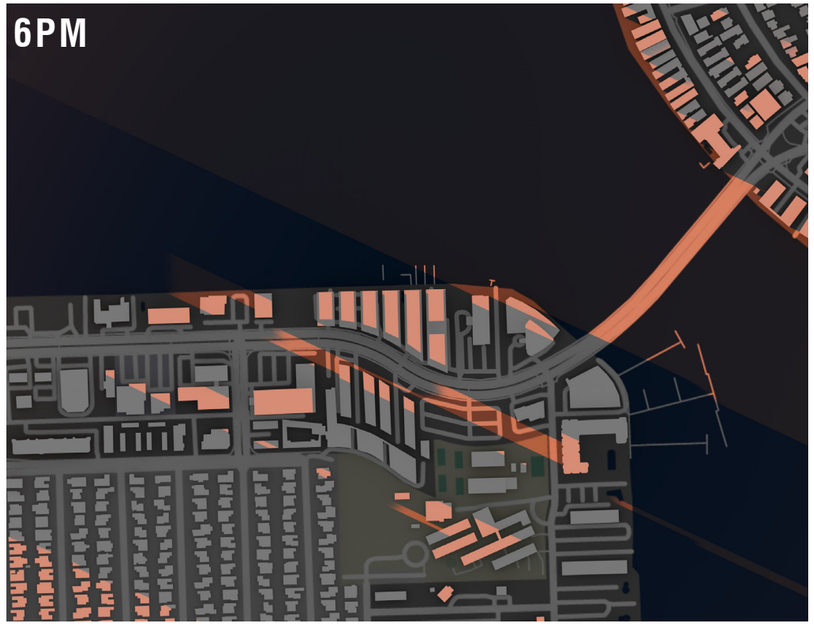












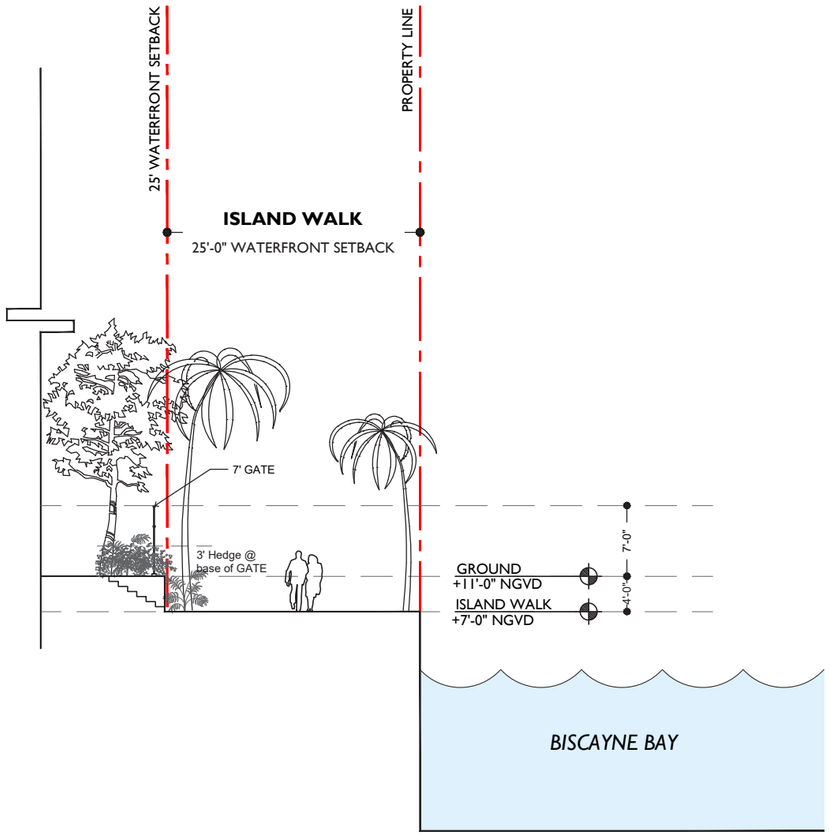
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ISLAND WALK





DIAGRAMMATIC ISLAND WALK SECTION

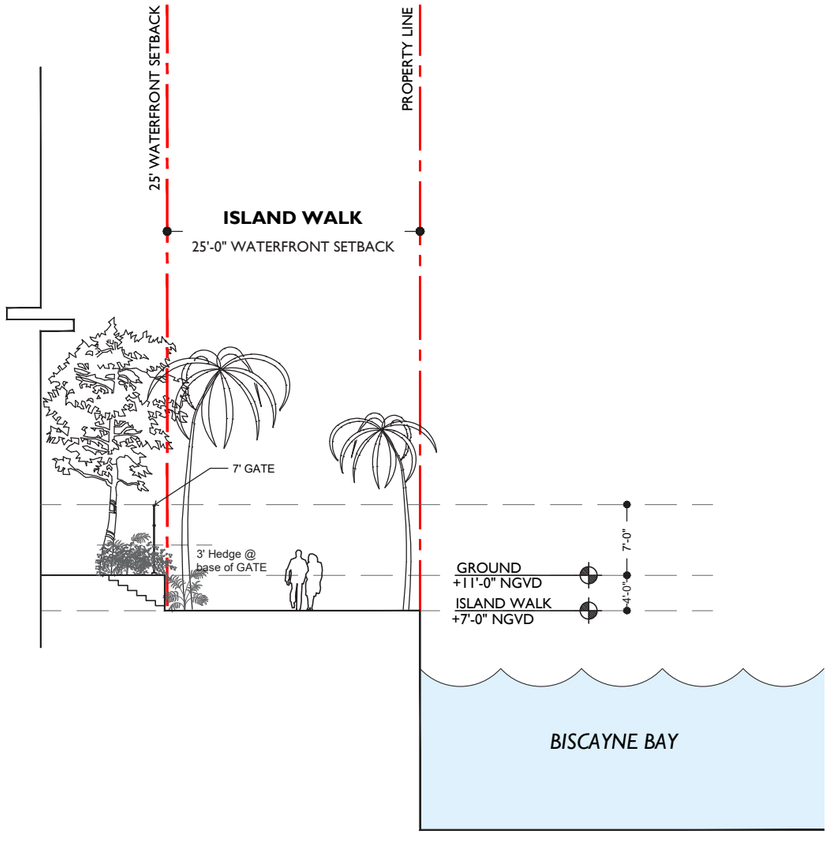
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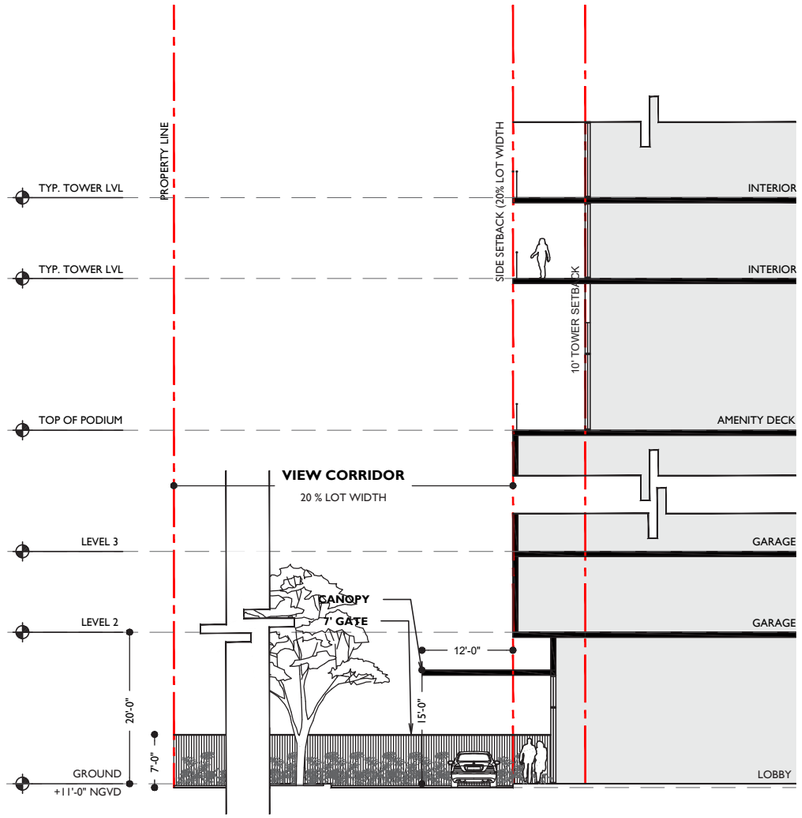
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VIEW CORRIDOR





DIAGRAMMATIC VIEW CORRIDOR SECTION

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NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 4, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 835 6358 6974 PASSCODE: 973744
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661

FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-305-224-1968 OR 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

heard. Applicant(s) Michelle Ferreira ("Applicant") Address 200 N Esplanade Drive ("Property") Property Owner(s) Jovany Jimenez, Ambar Sara Preval Folio Number(s) 05-3118-016-1590 Zoning R-1C Single Family Residential Lot Size 7,500 sq. ft. The Applicant is appealing an administrative determination relating to a setback at the Applicant's neighbor's Property. The Applicant is requesting that a building permit be revoked and that a stop work order be issued.

Public Notice - Advertisement for Bids - Contract S-966 - North District Wastewater Treatment Plant High Level Disinfection Facilities

Water and Sewer | **Publish Date: May 22, 2025**

Scope of Work – The scope of this Contract is for the construction of a new filtration disinfection system, HLD flow metering facility, a disk filtration structure, two HLD substations, four chlorine contact basins, a sodium hypochlorite storage and feeding facility, and a HLD lift station at the NDWWTP. It also includes all associated site work. Location – 2575 Northeast 156th Street, North Miami, Florida 33160

Public Hearing - Planning & Zoning Board

North Bay Village | Publish Date: May 22, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 4, 2025, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

Public Notice - Transfer of Density Rights

North Bay Village | Publish Date: May 22, 2025



MIAMI-DADE CLERK OF THE BOARD
Basia Pruna
Director

Stephen P. Clark Center
111 NW 1st Street,
Suite 17-202
Miami, FL 33128
305-375-5126

Request Public Records

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY 1755 JFK OWNER LLC AND 1819 NBV OWNER LLC TO CONSOLIDATE AND MODIFY THE SITE PLANS PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2022-011A, AS AMENDED BY RESOLUTION NO. 2022-091, AND RESOLUTION NO. 2023-002 TO DEVELOP A TWO-PHASED MIXED-USE DEVELOPMENT PROJECT CONSISTING OF MULTIFAMILY HOUSING, HOTEL, AND COMMERCIAL USES INCLUDING ALCOHOL SERVICE ESTABLISHMENT(S), ENTERTAINMENT ESTABLISHMENT(S), FOOD SERVICE ESTABLISHMENT(S), GENERAL COMMERCIAL, AND CIVIC SPACE, ALL LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120); PROVIDING FOR FINDINGS, CONDITIONS, LIMITATION OF APPROVAL, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, 1755 JFK Owner LLC and 1819 NBV Owner LLC (collectively, the "Applicant"), which own 1755 79th Street Causeway and 1819/1855 79th Street Causeway, respectively, that together comprise 3.652 acres of real property (collectively, the "Property"), legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B", have submitted an application for a special area plan (SAP) and site plan approval; and

WHEREAS, the SAP and proposed conceptual site plan will modify previously approved Projects for each of the locations, in the case of 1755 JFK Causeway (aka Continuum West) via Resolution No. 2022-011A (subsequently modified through Resolution No. 2022-091 Administrative Site Plan Modification 2024-01); and in the case of 1819 JFK Causeway (aka Continuum East) via Resolution No. 2023-002; and

WHEREAS, the new Project consists of a mixed-use development consisting of 547 residential units, a 200-room hotel, and complementary residential and hotel

amenities; 81,632 square feet of commercial space (restaurant, retail and service uses); Island Walk, marina, structured parking, and other amenities; and

WHEREAS, the conceptual site plan for the Project is attached hereto as Exhibit "C"; and

WHEREAS, the Project is to be constructed in the "Continuum Waterfront District Special Area Plan," which has been approved by Ordinance No. 2025-___, which provides for an optional set of development regulations, set forth in "Appendix C, Continuum Waterfront District Special Area Plan," which may be voluntarily employed to guide the development of the Property; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the Continuum Waterfront District SAP, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, which memorializes density bonus requirements, building area in the Project, and other requirements (the "Development Agreement"); and

WHEREAS, after a duly noticed public hearing held on June 4, 2025, the Planning and Zoning Board, by a vote of 5-0, recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2025 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not consistent] with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix C of the ULDC, the site plan to construct a mixed-use development Project (as shown in Exhibit "C") consisting of 547 residential units, along with 200 lodging units, complementary hotel and residential amenities; 81,632 square feet of commercial space for restaurant, retail and service uses, as well as an Island Walk, a marina, structured parking, and other amenities, is hereby [approved/denied/approved] subject to the provisions set forth in the Development Agreement approved pursuant to Resolution No. _____. All such provisions in the Development Agreement are conditions to this site plan approval, and failure to adhere to such provisions may result in revocation of this site plan approval.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan

approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by ___ who moved its adoption. The motion was seconded by ___ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	___
Vice Mayor Goran Cuk	___
Commissioner Doris Acosta	___
Commissioner Richard Chervony	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of _____ 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 1755 and 1819/1855 79th Street Causeway, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0110 (1755) and 23-3209-000-0120 (1819)

==

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08' WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 40°32'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE TO A SOUTHEASTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Exhibit “B”

PROJECT AREA

(Attached)

Exhibit “C”

SITE PLAN APPLICATION SET

(Attached)

GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CENTERLINE
CHECK VALVE ASSEMBLY
CIRCULAR DRAIN
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
CURB INLET
ELECTRIC BOX
ELECTRIC HAND HOLE
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. TRANSFORMER PAD
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
OVERHEAD WIRES (APPROXIMATE)
P-S INLET
P-S INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIAMESE CONNECTION
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT HAND HOLE
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PEDPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC SIGNAL POST
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

(A) denotes RADIAL
(C) denotes CALCULATED
(D) denotes DEED DISTANCE
PCP denotes PERMANENT CONTROL POINT
PRM denotes PERMANENT REFERENCE MONUMENT
POB denotes POINT OF BEGINNING
POC denotes POINT OF COMMENCEMENT
R/W denotes RIGHT-OF-WAY
CBS denotes CONCRETE BLOCK STRUCTURE
CLF denotes CHAIN LINK FENCE
CONC denotes CONCRETE
CMP denotes CORRUGATED METAL PIPE
CPP denotes CONCRETE POLE
CVG denotes CONCRETE
DH denotes DRILL HOLE
ELEV denotes ELEVATION
FIP denotes IRON PIPE FOUND
FIR denotes IRON ROD FOUND
FND denotes FOUND
INV denotes INVERT
MEAS denotes MEASURED
NAIL denotes NAIL FOUND
NTS denotes NOT TO SCALE
PVC denotes POLYVINYL CHLORIDE PIPE
RCP denotes REINFORCED CONCRETE PIPE
SIR denotes SET IRON ROD & LB #7 CAP
SNC denotes SET NAIL & DISC
SSD denotes SANITARY SEWER
TYP denotes TYPICAL
UNDG denotes UNDERGROUND
(M) denotes MEASURED INFORMATION
(P) denotes RECORD OR PLATTED INFORMATION

PAINTED UNDERGROUND UTILITIES (APPROXIMATE):

COMM —— COMMUNICATION
DRAIN —— DRAINAGE
FPL —— ELECTRIC
IRR —— IRRIGATION WATER
IRRIG —— IRRIGATION
GAS —— NATURAL GAS
SS —— SANITARY SEWER
WM —— WATER

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

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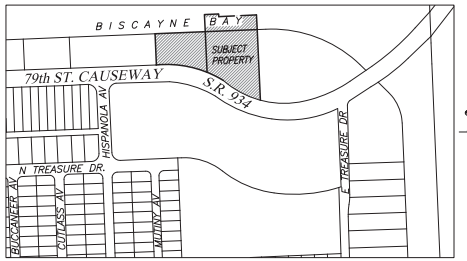
SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N88°41'24"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY (S.R. No. 934) BETWEEN HISPANOLA AVENUE AND E. TREASURE DR.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. OVERALL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 159,068± SQ. FT. (3.652± ACRES) WEST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 58,504± SQ. FT. (1.343 ACRES) EAST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 100,564± SQ. FT. (2.309± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8' & ELEVATION 9'), PER FLOOD INSURANCE RATE MAP NO. 12086C0307L, COMMUNITY NO. 120654, PANEL NO. 0307, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. EASEMENTS, ENCUMBRANCES AND ENCROACHMENTS, IF ANY, ARE BASED SOLELY ON CLEAR VISIBLE EVIDENCE COLLECTED DURING THE SURVEY AND AS SHOWN ON THE UNDERLYING PLAT(S) OF RECORD. THE SURVEYED LANDS MY BE SUBJECT TO OTHER EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY BE DISCLOSED BY A SEARCH OF TITLE, WHICH WAS NOT MADE AVAILABLE TO THE SURVEYOR.
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET AND HUNDREDTHS THEREOF.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK DOT BM, LOCATOR: 3231 S.W. LOC1: 79th ST CSWY----, LOC2: TREASURE ISLAND & NORMANDY ISLE----BRIDGE BETWEEN, DOT BRASS DISC IN SIDEWALK IN SW CORNER OF BRIDGE, ELEVATION = 15.55' N.G.V.D. 29.

TREE TABLE

TREE NO	COMMON NAME	SPECIES	DIA. IN.	HT. FT.	CNPY. Ø FT.
1	CABBAGE PALM	"Sabal palmetto"	15	25	8
2	CABBAGE PALM	"Sabal palmetto"	14	15	12
3	CABBAGE PALM	"Sabal palmetto"	15	15	12
4	CABBAGE PALM	"Sabal palmetto"	10	15	12
5	CABBAGE PALM	"Sabal palmetto"	10	15	12
6	CABBAGE PALM	"Sabal palmetto"	12	15	12
7	CABBAGE PALM	"Sabal palmetto"	14	15	12
8	ROYAL PALM	"Roystonia elata"	17	20	15
9	QUEEN PALM	"Syagrus romanzoffiana"	8	10	10
10	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	10	15
11	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	14	15
12	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
13	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
14	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	15	15
15	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
16	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	15	15
17	CHRISTMAS PALM	"Veitchia merrillii"	6	12	6
18	UNKNOWN 1	UNKNOWN 1	(5)3	10	10
19	UNKNOWN 2	UNKNOWN 2	(3)3	10	6
20	UNKNOWN 3	UNKNOWN 3	(2)3	8	8
21	SLASH PINE	"Pinus elliottii"	2	10	3
22	SLASH PINE	"Pinus elliottii"	3	10	5
23	UNKNOWN 4	UNKNOWN 4	3	10	6
24	CABBAGE PALM	"Sabal palmetto"	4	3	3
25	BUTTONWOOD	"Conocarpus erectus"	2	8	3
26	BUTTONWOOD	"Conocarpus erectus"	(3)2	8	4
27	BUTTONWOOD	"Conocarpus erectus"	2	8	3
28	BUTTONWOOD	"Conocarpus erectus"	(3)2	8	5
29	BUTTONWOOD	"Conocarpus erectus"	3	8	6
30	BUTTONWOOD	"Conocarpus erectus"	2	6	3
31	BUTTONWOOD	"Conocarpus erectus"	(2)2	6	3
32	BUTTONWOOD	"Conocarpus erectus"	3	6	3
33	BLACK OLIVE	"Bucida buceras"	(3)24	30	30
34	COCONUT PALM	"Cocos nucifera"	24	35	15
35	COCONUT PALM	"Cocos nucifera"	12	35	15
36	SOLITAIRE PALM	"Ptychosperma elegans"	8	15	15
37	ROYAL PALM	"Roystonia elata"	20	15	15
38	SEAGRAPE	"Coccoloba uvifera"	50	35	40
39	SOLITAIRE PALM	"Ptychosperma elegans"	6	15	7
40	SOLITAIRE PALM	"Ptychosperma elegans"	5	15	7
41	ROYAL PALM	"Roystonia elata"	30	25	15
42	COCONUT PALM	"Cocos nucifera"	8	20	15
43	COCONUT PALM	"Cocos nucifera"	10	20	15
44	SOLITAIRE PALM	"Ptychosperma elegans"	(3)6	15	15
45	COCONUT PALM	"Cocos nucifera"	15	25	15
46	COCONUT PALM	"Cocos nucifera"	13	25	15
47	COCONUT PALM	"Cocos nucifera"	13	25	20
48	COCONUT PALM	"Cocos nucifera"	12	25	15
49	PYGMY DATE PALM	"Phoenix roebelenii"	(4)4	15	25
50	COCONUT PALM	"Cocos nucifera"	18	30	15
51	COCONUT PALM	"Cocos nucifera"	18	30	15
52	COCONUT PALM	"Cocos nucifera"	24	30	20
53	COCONUT PALM	"Cocos nucifera"	15	30	15
54	COCONUT PALM	"Cocos nucifera"	18	30	15
55	COCONUT PALM	"Cocos nucifera"	17	30	15
56	COCONUT PALM	"Cocos nucifera"	18	30	15
57	COCONUT PALM	"Cocos nucifera"	18	30	15
58	COCONUT PALM	"Cocos nucifera"	17	30	15
59	COCONUT PALM	"Cocos nucifera"	18	30	15
60	COCONUT PALM	"Cocos nucifera"	17	30	15
61	COCONUT PALM	"Cocos nucifera"	17	30	15
62	COCONUT PALM	"Cocos nucifera"	18	30	15
63	COCONUT PALM	"Cocos nucifera"	18	30	15
64	COCONUT PALM	"Cocos nucifera"	18	30	15
65	COCONUT PALM	"Cocos nucifera"	15	30	15
66	COCONUT PALM	"Cocos nucifera"	15	30	15
67	COCONUT PALM	"Cocos nucifera"	17	30	15
68	COCONUT PALM	"Cocos nucifera"	17	30	15
69	COCONUT PALM	"Cocos nucifera"	18	30	10
70	COCONUT PALM	"Cocos nucifera"	10	30	10
71	COCONUT PALM	"Cocos nucifera"	12	30	15
72	COCONUT PALM	"Cocos nucifera"	12	20	15
73	COCONUT PALM	"Cocos nucifera"	12	30	15
74	COCONUT PALM	"Cocos nucifera"	12	30	15
75	COCONUT PALM	"Cocos nucifera"	12	30	15
76	COCONUT PALM	"Cocos nucifera"	13	30	20
77	COCONUT PALM	"Cocos nucifera"	12	30	20
78	COCONUT PALM	"Cocos nucifera"	10	30	15
79	COCONUT PALM	"Cocos nucifera"	10	30	15
80	COCONUT PALM	"Cocos nucifera"	12	30	15
81	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
82	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
83	CHINESE FAN PALM	"Livistona chinensis"	(2)12	15	12
84	COCONUT PALM	"Cocos nucifera"	14	30	0
85	ARECA PALM	"Chrysalidocarpus lutescens"	(4)Multi	35	0
86	SOLITAIRE PALM	"Ptychosperma elegans"	(6)Multi	30	15
87	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	35	20
88	SOLITAIRE PALM	"Ptychosperma elegans"	8	35	10
89	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	30	10
90	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
91	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
92	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	12	8
93	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	15	8
94	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
95	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
96	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3X4/3X5	20	8
97	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
98	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3X8	20	8
99	SOLITAIRE PALM	"Ptychosperma elegans"	3	6	4
100	SOLITAIRE PALM	"Ptychosperma elegans"	(3)2X3X5	20	6

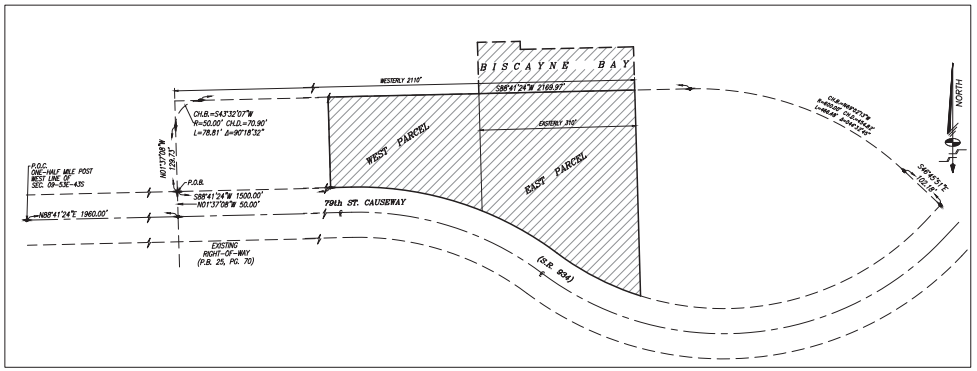
NOTE:
THE TREE INFORMATION AS INDICATED ON THE "TREE LIST" IS SUBJECT TO REVISION BY SUBSEQUENT SITE INSPECTION BY A CERTIFIED ARBORIST OR OTHER INDIVIDUAL WITH SIMILAR EXPERTISE.



LOCATION SKETCH

Scale: 1"=300'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Scale: 1"=100'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS AS SET FORTH IN RULES 5J-17.051 AND 5J-17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

STATE OF FLORIDA — PROFESSIONAL SURVEYOR & MAPPER — Mark S. Johnson

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: M.S.J. | Checked By: M.S.J. | Date: 12-06-2024
Survey Date: 12-04-2024 | F.B. No.: 2178 Pg.: 24-25 | Scale: AS SHOWN
Order No.: 118864

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

ALTA/NSPS LAND TITLE SURVEY

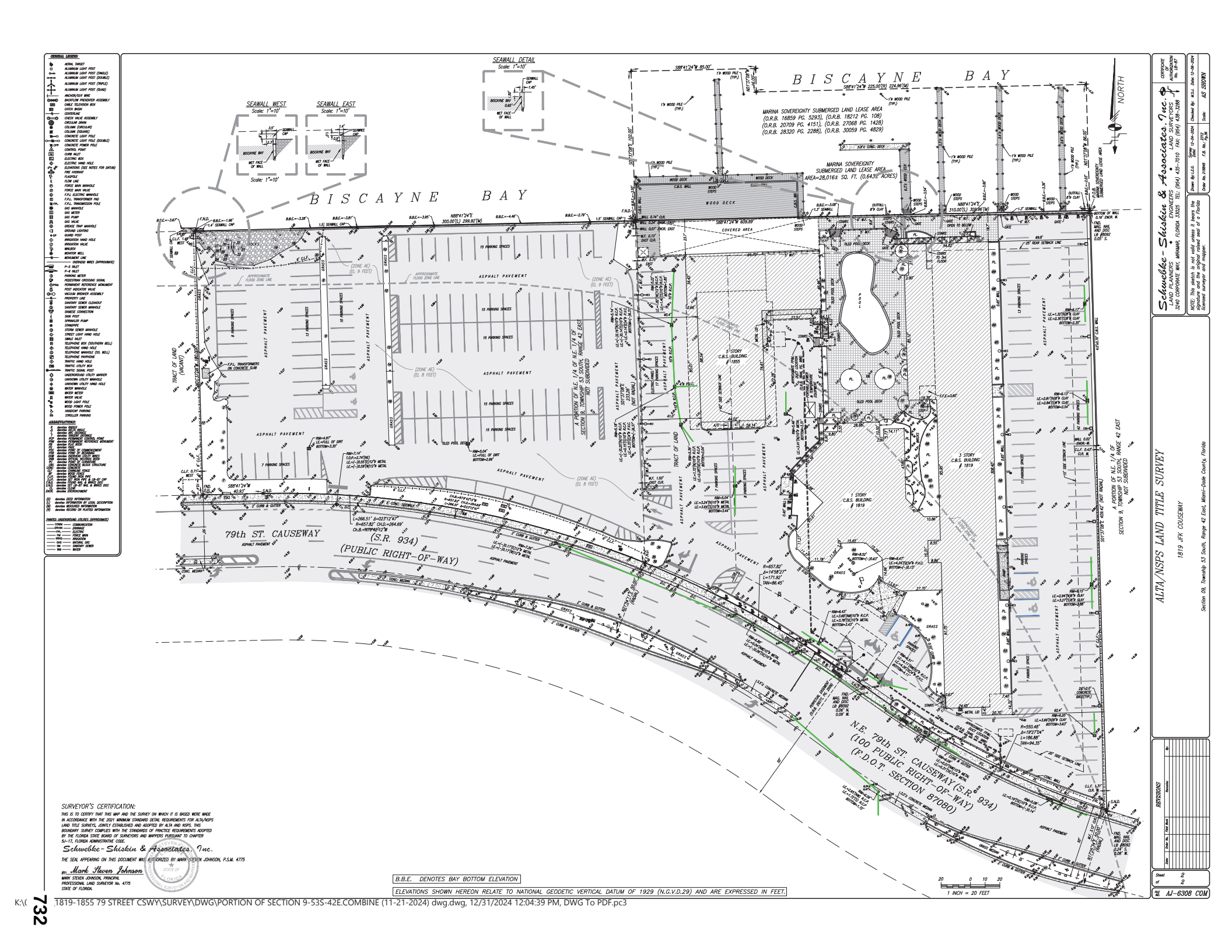
1755 JFK COUSEWAY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida

REVISIONS				
DSC	Order No.	Chk'd By	Remarks	By

Sheet 1 of 2

FILE NO. AJ-6308 COM


SEAWALL DETAIL
Scale: 1"=10'
SEAWALL WEST
Scale: 1"=10'
SEAWALL EAST
Scale: 1"=10'
BISCAYNE BAY
WET FACE OF WALL
SEAWALL CAP
NORTH
MARINA SOVEREIGNTY SUBMERGED LAND LEASE AREA (O.R.B. 16859 PG. 5293), (O.R.B. 18212 PG. 108) (O.R.B. 20709 PG. 4151), (O.R.B. 27068 PG. 1428) (O.R.B. 28320 PG. 2288), (O.R.B. 30059 PG. 4829)
MARINA SOVEREIGNTY SUBMERGED LAND LEASE AREA AREA=28,016± SQ. FT. (0.643± ACRES)
WOOD DECK
COVERED AREA
1 STORY C.B.S. BUILDING #1855
3 STORY C.B.S. BUILDING #1819
1 STORY C.B.S. BUILDING #1819
POOL
TILED POOL DECK
ASPHALT PAVEMENT
GRASS
15 PARKING SPACES
13 PARKING SPACES
11 PARKING SPACES
9 PARKING SPACES
8 PARKING SPACES
7 PARKING SPACES
TRACT OF LAND (VACANT)
A PORTION OF N.E. 1/4 OF N.E. 1/4 OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST NOT SUBDIVIDED
79th ST. CAUSEWAY (S.R. 934) (PUBLIC RIGHT-OF-WAY)
N.E. 79th ST. CAUSEWAY (S.R. 934) (100 PUBLIC RIGHT-OF-WAY) (F.D.O.T. SECTION 87080)
APPROXIMATE FLOOD ZONE LINE
(ZONE AE) (EL 9 FEET)
(ZONE AE) (EL 8 FEET)
F.P.L. TRANSFORMERS ON CONCRETE SLAB
5' CONC. SIDEWALK
2' CURB & GUTTER
6' CONC. MEDIAN
1.5% CONCRETE MEDIAN
20'-0" CONCRETE BASE(TYP.)
S88°41'24"W 85.00'
S88°41'24"W 225.00'(R) 224.96'(M)
S88°41'24"W 310.00'(L) 309.96'(M)
S88°41'24"W 300.00'(L) 299.92'(M)
S88°41'24"W 609.89'
S01°37'08"E 120.00'
N01°37'08"W 86.00'
S01°37'08"E 486.42' (NOT RADIAL)
N01°37'08"W 486.42' (NOT RADIAL)
S01°37'08"E 486.42' (NOT RADIAL)
SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST
R=657.82'
Δ=14°58'27"
L=171.92'
TAN=86.45'
L=266.51' Δ=023°12'49"
R=657.82' CHD=264.69'
Ch.B.=N79°04'12"W
R=550.48'
Δ=19°27'04"
L=186.88'
TAN=94.35'
B.B.E.=-3.87'
B.B.E.=-3.28'
B.B.E.=-3.81'
B.B.E.=-3.85'
B.B.E.=-4.46'
B.B.E.=-2.79'
B.B.E.=-3.16'
B.B.E.=-3.38'
F.N.D. 1/2" REBAR
F.N.D. NAIL
F.N.D. MAG. NAIL AND DISC LB #8092 0.05' IN
BOTTOM OF WALL 0.16' ENDS IN
20' REAR SETBACK LINE
20' SIDE SETBACK LINE
7.5' SIDE SETBACK LINE
F.F.E.=5.60'
F.F.E.=5.41'
F.F.E.=5.00'
RIM=4.97' LE=FILL OF DIRT BOTTOM=3.30'
RIM=5.04' LE=FILL OF DIRT BOTTOM=2.09'
RIM=7.14' I.D.R.=3.14'(N) LE=(-)5.55'(12")'S METAL LE=(-)5.39'(12")'E METAL
RIM=5.04' LE=3.24'(10")'S METAL LE=3.44'(12")'E METAL
RIM=6.43' LE=3.65'(10")'S R.C.P. LE=3.78'(15")'E METAL BOTTOM=1.47'
RIM=6.47' LE=4.24'(6")'W S.R.C. BOTTOM=(-)0.13'
RIM=6.13' LE=2.81'(10")'E CLAY LE=2.94'(15")'E CLAY BOTTOM=2.24'
RIM=6.17' LE=1.32'(10")'E CLAY LE=2.10'(15")'E CLAY BOTTOM=1.50'
RIM=6.15' LE=3.24'(6")'W S CLAY LE=3.37'(15")'E CLAY BOTTOM=2.89'
RIM=6.20' LE=3.61'(6")'W CLAY BOTTOM=3.61'
RIM=6.13' LE=3.61'(6")'W CLAY BOTTOM=3.61'
RIM=6.15' LE=3.24'(6")'W CLAY LE=3.37'(15")'E CLAY BOTTOM=2.89'
RIM=6.47' LE=3.65'(10")'S R.C.P. LE=3.78'(15")'E METAL BOTTOM=1.47'
RIM=6.43' LE=3.65'(10")'S R.C.P. LE=3.78'(15")'E METAL BOTTOM=1.47'
RIM=6.47' LE=4.24'(6")'W S.R.C. BOTTOM=(-)0.13'
RIM=6.20' LE=3.61'(6")'W CLAY BOTTOM=3.61'
RIM=6.13' LE=3.61'(6")'W CLAY BOTTOM=3.61'
RIM=6.15' LE=3.24'(6")'W CLAY LE=3.37'(15")'E CLAY BOTTOM=2.89

GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CENTERLINE
CHECK VALVE ASSEMBLY
CIRCULAR DRAIN
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
CURB INLET
ELECTRIC BOX
ELECTRIC HAND HOLE
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. TRANSFORMER PAD
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
OVERHEAD WIRES (APPROXIMATE)
P-S INLET
P-S INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIAMESE CONNECTION
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT HAND HOLE
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PEDPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC SIGNAL POST
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

(A) denotes ANGLE
(BRG) denotes BEARING
(C) denotes CALCULATED
(CB) denotes CHORD DISTANCE
(CM) denotes CONCRETE MONUMENT
(CP) denotes CONTROL POINT
(D) denotes DEED
(DE) denotes DRAINAGE EASEMENT
(ELEV) denotes ELEVATION
(FD) denotes FOUND
(FND) denotes FOUND
(L) denotes LENGTH
(M) denotes MEASURED
(NR) denotes NON-RADIAL
(P) denotes PLAT
(PB) denotes PLAT BOOK
(PC) denotes POINT OF COMMENCEMENT
(PG) denotes PAGE
(POB) denotes POINT OF BEGINNING
(R) denotes RADIUS
(RAD) denotes RADIAL
(RCP) denotes REINFORCED CONCRETE PIPE
(SBS) denotes CONCRETE BLOCK STRUCTURE
(SMH) denotes SANITARY MANHOLE
(SSE) denotes SANITARY SEWER EASEMENT
(TYP) denotes TYPICAL
(UE) denotes UTILITY EASEMENT
(WF) denotes WOOD FENCE
(WM) denotes WATER METER
(WV) denotes WATER VALVE
(XFD) denotes CROSS FOUND
(XSET) denotes CROSS SET
(1/2" IRON PIPE) denotes 1/2" IRON PIPE
(4"x4" CONC. MON. W/ BRASS DISC) denotes 4"x4" CONC. MON. W/ BRASS DISC
(5/8" IRON ROD & CAP) denotes 5/8" IRON ROD & CAP
(CLEAR) denotes CLEAR
(ENCR.) denotes ENCROACHMENT

(D) denotes DEED INFORMATION
(LD) denotes INFORMATION PER LEGAL DESCRIPTION
(M) denotes MEASURED INFORMATION
(P) denotes RECORD OR PLATTED INFORMATION

PAINTED UNDERGROUND UTILITIES (APPROXIMATE):

COMM —— COMMUNICATION
DRAIN —— DRAINAGE
FPL —— ELECTRIC
IRR —— IRRIGATION WIRE
IRRIG —— IRRIGATION
GAS —— NATURAL GAS
SS —— SANITARY SEWER
WM —— WATER

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE EASTERLY 300.00 FEET OF THE WESTERLY 1,800.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT: COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH NAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 1,960.00 FEET; THENCE NORTH 01°37'08" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND:

THENCE CONTINUE NORTH 01°37'08" WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 90°18'32" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'24" EAST 2,169.970 FEET TO THE POINT OF A CURVATURE OF A CURVE TO THE RIGHT THENCE TO THE RIGHT ALONG SAID CURVE HAVING AN INTERIOR ANGLE OF 43°52'45" AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°45'51" EAST 102.180 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NOTHERLY LINE OF SAID EXISTING RIGHT-OF-WAY TO THE POINT OF PLACE OF BEGINNING.

TOGETHER WITH

THE EASTERLY 310 FEET OF THE WESTERLY 2110 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS MEASURED ALONG A LINE RUNNING AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID TRACT:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST AS SHOWN ON THE MAP OF RIGHT OF WAY OF PROPOSED N.E. 79TH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA RUN NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 1960.00 FEET, THEN NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 50.00 FEET TO THE POINT OR PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND: THENCE CONTINUE NORTH 1 DEGREE 37 MINUTES 08 SECONDS WEST 129.730 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 90 DEGREES 18 MINUTES 32 SECONDS AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 78.809 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST 2169.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING AN INTERIOR ANGLE OF 44 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 600.00 FEET FOR AN ARC DISTANCE OF 466.483 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 45 MINUTES 51 SECONDS EAST 102.180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING RIGHT-OF-WAY OF SAID N.E. 79TH STREET CAUSEWAY; THENCE IN A SOUTHWESTERLY, NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID EXISTING RIGHT OF WAY TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N88°41'24"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY (S.R. No. 934) BETWEEN HISPANOLA AVENUE AND E. TREASURE DR.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. OVERALL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 159,068± SQ. FT. (3.652± ACRES) WEST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 58,504± SQ. FT. (1.343 ACRES) EAST PARCEL AREA OF THE PROPERTY DESCRIBED HEREON IS: = 100,564± SQ. FT. (2.309± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8' & ELEVATION 9'), PER FLOOD INSURANCE RATE MAP NO. 12086C0307L, COMMUNITY NO. 120654, PANEL NO. 0307, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. EASEMENTS, ENCUMBRANCES AND ENCROACHMENTS, IF ANY, ARE BASED SOLELY ON CLEAR VISIBLE EVIDENCE COLLECTED DURING THE SURVEY AND AS SHOWN ON THE UNDERLYING PLAT(S) OF RECORD. THE SURVEYED LANDS MY BE SUBJECT TO OTHER EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY BE DISCLOSED BY A SEARCH OF TITLE, WHICH WAS NOT MADE AVAILABLE TO THE SURVEYOR.
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET AND HUNDREDTHS THEREOF.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK DOT BM, LOCATOR: 3231 S.W. LOC1; 79th ST CSWY----, LOC2: TREASURE ISLAND & NORMANDY ISLE----BRIDGE BETWEEN, DOT BRASS DISC IN SIDEWALK IN SW CORNER OF BRIDGE, ELEVATION = 15.55' N.G.V.D. 29.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS AS SET FORTH IN RULES 5J-17.051 AND 5J-17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

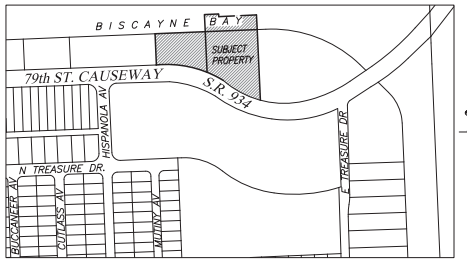
BY: Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

TREE TABLE

TREE NO	COMMON NAME	SPECIES	DIA. IN.	HT. FT.	CNPY. Ø FT.
1	CABBAGE PALM	"Sabal palmetto"	15	25	8
2	CABBAGE PALM	"Sabal palmetto"	14	15	12
3	CABBAGE PALM	"Sabal palmetto"	15	15	12
4	CABBAGE PALM	"Sabal palmetto"	10	15	12
5	CABBAGE PALM	"Sabal palmetto"	10	15	12
6	CABBAGE PALM	"Sabal palmetto"	12	15	12
7	CABBAGE PALM	"Sabal palmetto"	14	15	12
8	ROYAL PALM	"Roystonia elata"	17	20	15
9	QUEEN PALM	"Syagrus romanzoffiana"	8	10	10
10	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	10	15
11	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	14	15
12	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
13	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
14	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3	15	15
15	SOLITAIRE PALM	"Ptychosperma elegans"	(3)3	15	15
16	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3	15	15
17	CHRISTMAS PALM	"Veitchia merrillii"	6	12	6
18	UNKNOWN 1	UNKNOWN 1	(5)3	10	10
19	UNKNOWN 2	UNKNOWN 2	(3)3	10	6
20	UNKNOWN 3	UNKNOWN 3	(2)3	8	8
21	SLASH PINE	"Pinus elliottii"	2	10	3
22	SLASH PINE	"Pinus elliottii"	3	10	5
23	UNKNOWN 4	UNKNOWN 4	3	10	6
24	CABBAGE PALM	"Sabal palmetto"	4	3	3
25	BUTTONWOOD	"Conocarpus erectus"	2	8	3
26	BUTTONWOOD	"Conocarpus erectus"	(3)2	8	4
27	BUTTONWOOD	"Conocarpus erectus"	2	8	3
28	BUTTONWOOD	"Conocarpus erectus"	(3)2	8	5
29	BUTTONWOOD	"Conocarpus erectus"	3	8	6
30	BUTTONWOOD	"Conocarpus erectus"	2	6	3
31	BUTTONWOOD	"Conocarpus erectus"	(2)2	6	3
32	BUTTONWOOD	"Conocarpus erectus"	3	6	3
33	BLACK OLIVE	"Bucida buceras"	(3)24	30	30
34	COCONUT PALM	"Cocos nucifera"	24	35	15
35	COCONUT PALM	"Cocos nucifera"	12	35	15
36	SOLITAIRE PALM	"Ptychosperma elegans"	8	15	15
37	ROYAL PALM	"Roystonia elata"	20	15	15
38	SEAGRAPE	"Coccoloba uvifera"	50	35	40
39	SOLITAIRE PALM	"Ptychosperma elegans"	6	15	7
40	SOLITAIRE PALM	"Ptychosperma elegans"	5	15	7
41	ROYAL PALM	"Roystonia elata"	30	25	15
42	COCONUT PALM	"Cocos nucifera"	8	20	15
43	COCONUT PALM	"Cocos nucifera"	10	20	15
44	SOLITAIRE PALM	"Ptychosperma elegans"	(3)6	15	15
45	COCONUT PALM	"Cocos nucifera"	15	25	15
46	COCONUT PALM	"Cocos nucifera"	13	25	15
47	COCONUT PALM	"Cocos nucifera"	13	25	20
48	COCONUT PALM	"Cocos nucifera"	12	25	15
49	PYGMY DATE PALM	"Phoenix roebelenii"	(4)4	15	25
50	COCONUT PALM	"Cocos nucifera"	18	30	15
51	COCONUT PALM	"Cocos nucifera"	18	30	15
52	COCONUT PALM	"Cocos nucifera"	24	30	20
53	COCONUT PALM	"Cocos nucifera"	15	30	15
54	COCONUT PALM	"Cocos nucifera"	18	30	15
55	COCONUT PALM	"Cocos nucifera"	17	30	15
56	COCONUT PALM	"Cocos nucifera"	18	30	15
57	COCONUT PALM	"Cocos nucifera"	18	30	15
58	COCONUT PALM	"Cocos nucifera"	17	30	15
59	COCONUT PALM	"Cocos nucifera"	18	30	15
60	COCONUT PALM	"Cocos nucifera"	17	30	15
61	COCONUT PALM	"Cocos nucifera"	17	30	15
62	COCONUT PALM	"Cocos nucifera"	18	30	15
63	COCONUT PALM	"Cocos nucifera"	18	30	15
64	COCONUT PALM	"Cocos nucifera"	18	30	15
65	COCONUT PALM	"Cocos nucifera"	15	30	15
66	COCONUT PALM	"Cocos nucifera"	15	30	15
67	COCONUT PALM	"Cocos nucifera"	17	30	15
68	COCONUT PALM	"Cocos nucifera"	17	30	15
69	COCONUT PALM	"Cocos nucifera"	18	30	10
70	COCONUT PALM	"Cocos nucifera"	10	30	10
71	COCONUT PALM	"Cocos nucifera"	12	30	15
72	COCONUT PALM	"Cocos nucifera"	12	20	15
73	COCONUT PALM	"Cocos nucifera"	12	30	15
74	COCONUT PALM	"Cocos nucifera"	12	30	15
75	COCONUT PALM	"Cocos nucifera"	12	30	15
76	COCONUT PALM	"Cocos nucifera"	13	30	20
77	COCONUT PALM	"Cocos nucifera"	12	30	20
78	COCONUT PALM	"Cocos nucifera"	10	30	15
79	COCONUT PALM	"Cocos nucifera"	10	30	15
80	COCONUT PALM	"Cocos nucifera"	12	30	15
81	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
82	CHINESE FAN PALM	"Livistona chinensis"	11	15	8
83	CHINESE FAN PALM	"Livistona chinensis"	(2)12	15	12
84	COCONUT PALM	"Cocos nucifera"	14	30	0
85	ARECA PALM	"Chrysalidocarpus lutescens"	(4)Multi	35	0
86	SOLITAIRE PALM	"Ptychosperma elegans"	(6)Multi	30	15
87	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	35	20
88	SOLITAIRE PALM	"Ptychosperma elegans"	8	35	10
89	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	30	10
90	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
91	ARECA PALM	"Chrysalidocarpus lutescens"	(5)Multi	30	15
92	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	12	8
93	SOLITAIRE PALM	"Ptychosperma elegans"	(2)4	15	8
94	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
95	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
96	SOLITAIRE PALM	"Ptychosperma elegans"	(4)3X4/3X5	20	8
97	SOLITAIRE PALM	"Ptychosperma elegans"	(2)6	20	8
98	SOLITAIRE PALM	"Ptychosperma elegans"	(2)3X8	20	8
99	SOLITAIRE PALM	"Ptychosperma elegans"	3	6	4
100	SOLITAIRE PALM	"Ptychosperma elegans"	(3)2X3X5	20	6

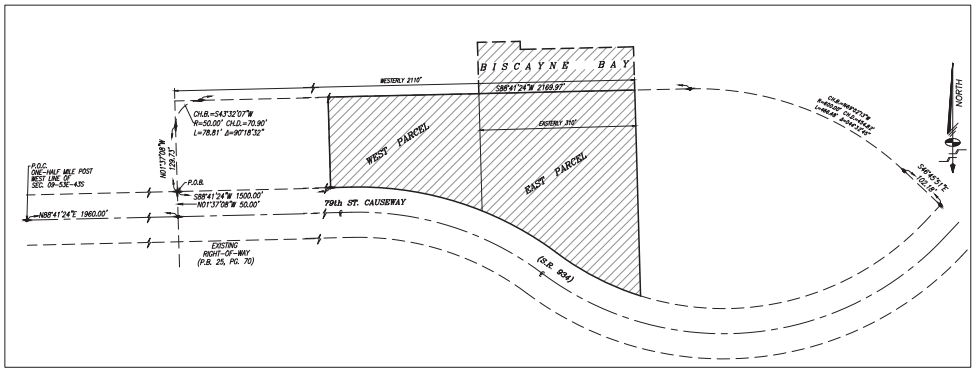
NOTE:
THE TREE INFORMATION AS INDICATED ON THE "TREE LIST" IS SUBJECT TO REVISION BY SUBSEQUENT SITE INSPECTION BY A CERTIFIED ARBORIST OR OTHER INDIVIDUAL WITH SIMILAR EXPERTISE.



LOCATION SKETCH

Scale: 1"=300'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Scale: 1"=100'

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: M.S.J. Checked By: M.S.J. Date: 12-06-2024
Survey Date: 12-04-2024 Scale: AS SHOWN
F.B. No.: 2178 Pg.: 24-25
Order No.: 116866

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

ALTA/NSPS LAND TITLE SURVEY

1755 JFK COUSEWAY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida

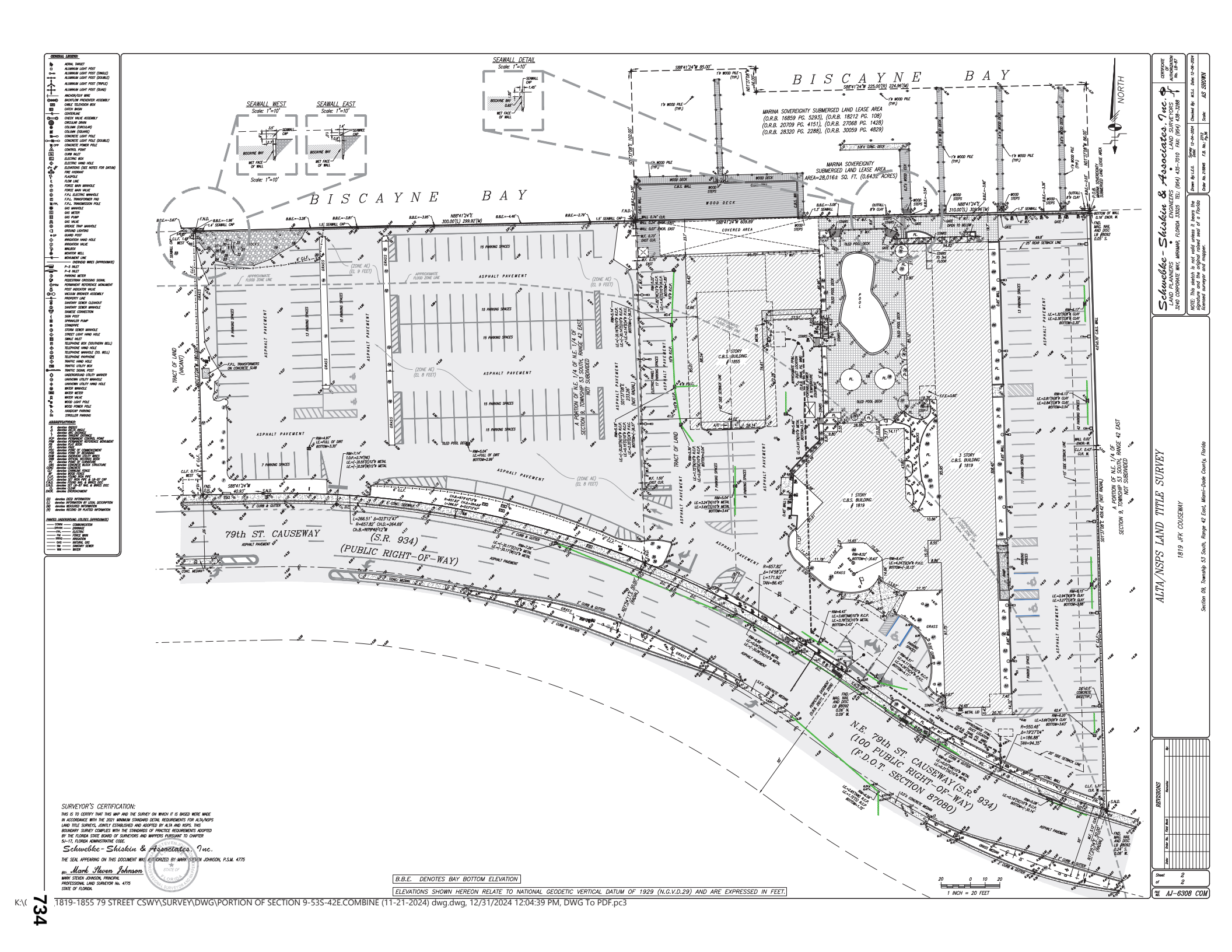
REVISIONS

No.	Description	Date	By

Sheet 1 of 2

FILE NO. AJ-6308 COM

K:\(1819-1855 79 STREET CSWY\SURVEY\DWG\PORTION OF SECTION 9-53S-42E.COMBINE (11-21-2024) dwg.dwg, 12/31/2024 11:56:19 AM, DWG To PDF.pc3



GENERAL LEGEND:

ABBREVIATIONS:

UNDERGROUND UTILITIES (APPROXIMATE):

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS BOUNDARY SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: L.G.S. | Checked By: M.S.J. | Date: 12-06-2024
Survey Date: 12-04-2024 | Scale: AS SHOWN
Field Bk. No.: 21/16 | Pg. No.: 24-25
Order No.: 116866

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

REVISIONS

No.	Description	Date	Chkd.	Appr.

ALTA/NSPS LAND TITLE SURVEY

1819 JFK CAUSEWAY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida

Sheet 2 of 2

FILE NO. AJ-6308 COM

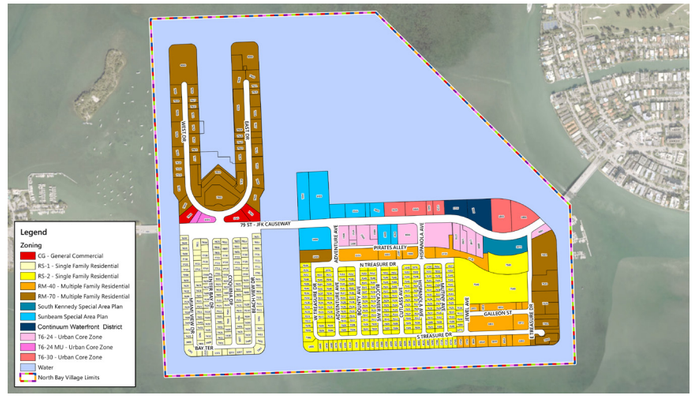
CONTINUUM WATERFRONT DISTRICT

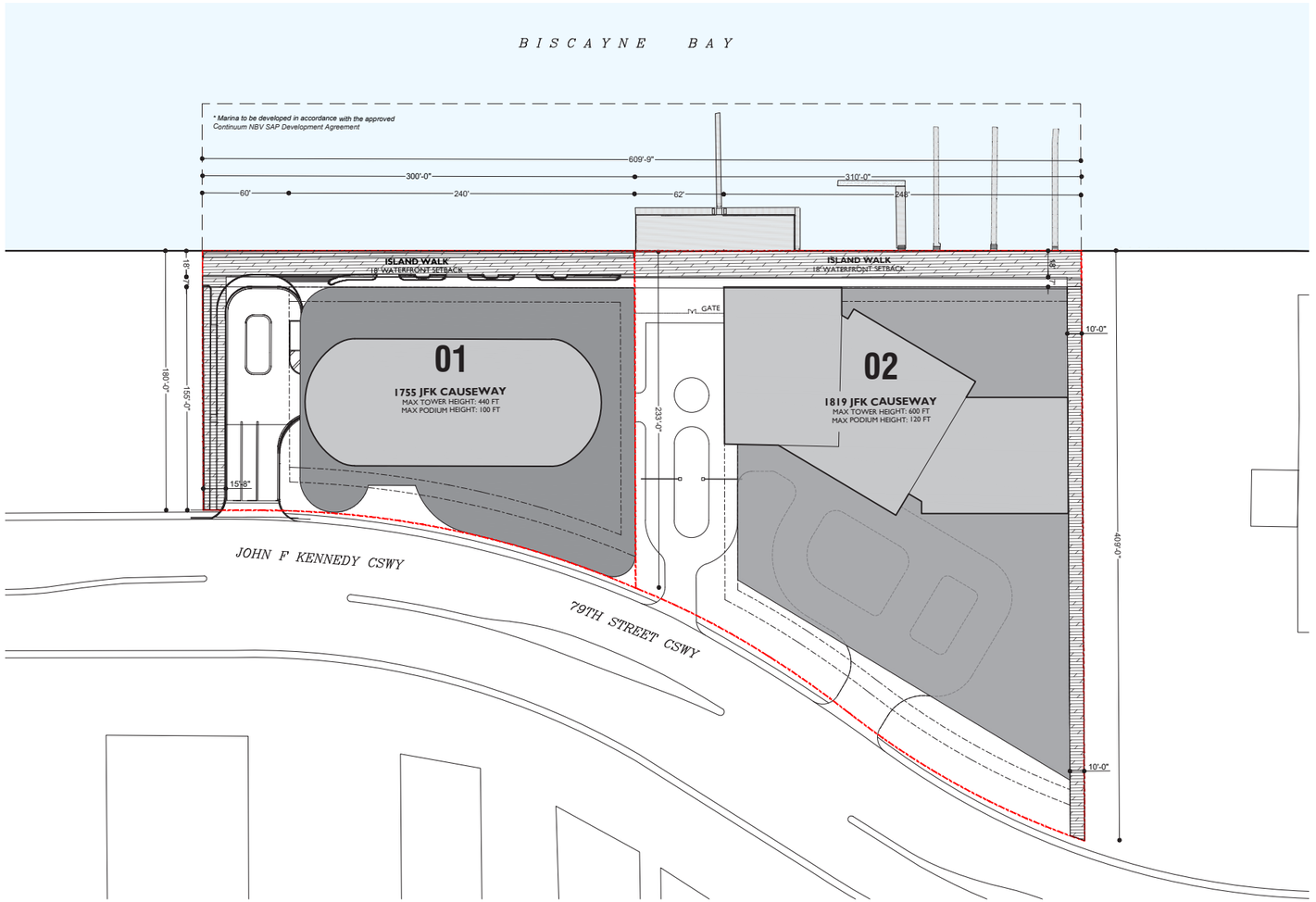
ARQUITECTONICA

2900 Oak Avenue, Miami, FL 33133
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the data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, mep and life safety systems. as these are further refined, the numbers will be adjusted accordingly.







TAX FOLIOS

	FOLIO	LOT AREA SF	LOT AREA AC
01	23-3209-000-0110	58,504 SF	1.343
02	23-3209-000-0120	100,564 SF	2.309
	TOTAL	**159,068 SF**	**3.652**

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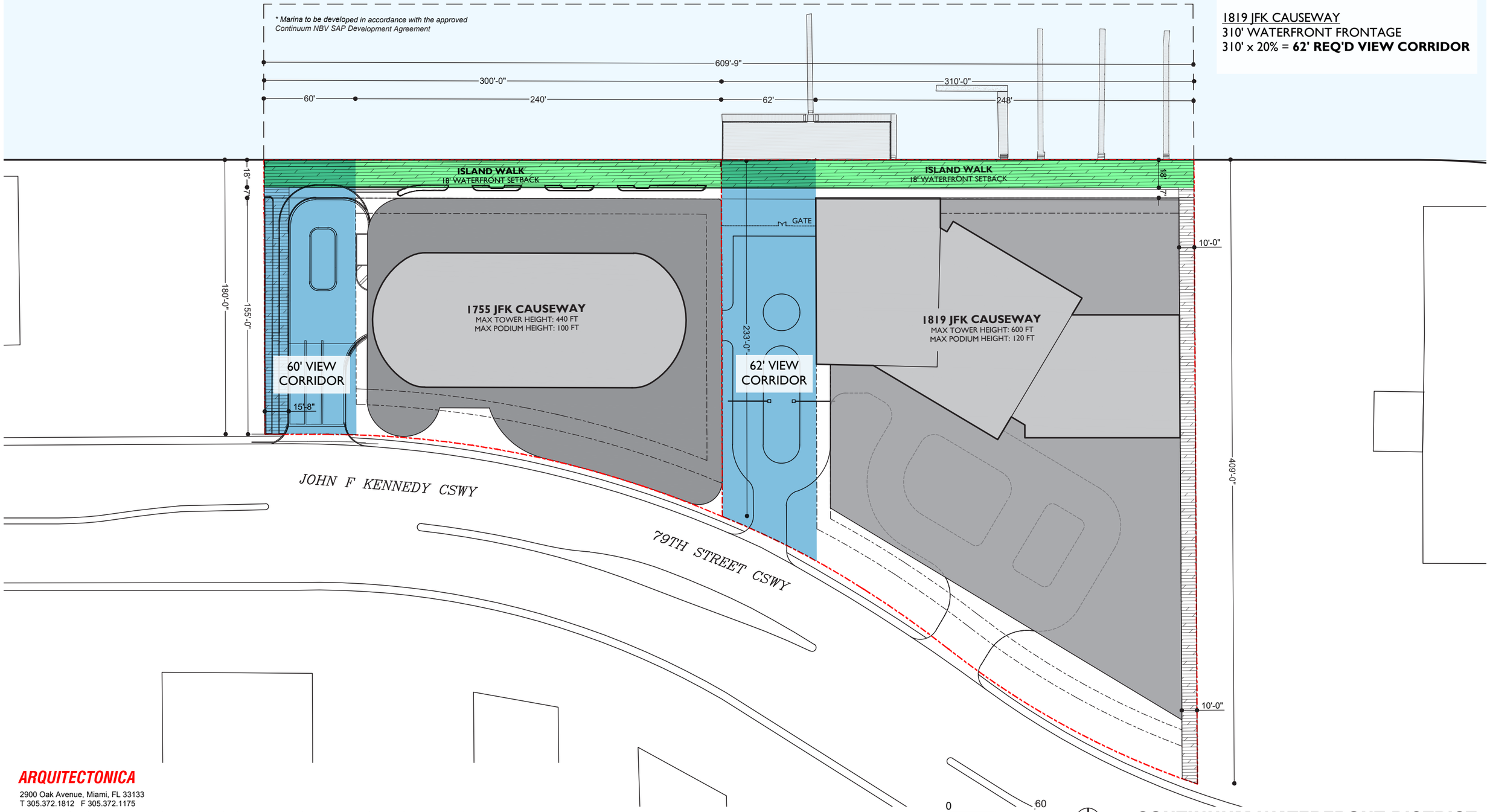
04.22.2025

VIEW CORRIDOR

VIEW CORRIDOR REQ'D WIDTH:
20% OF WATERFRONT FRONTAGE

1755 JFK CAUSEWAY
300' WATERFRONT FRONTAGE
300' x 20% = **60' REQ'D VIEW CORRIDOR**

1819 JFK CAUSEWAY
310' WATERFRONT FRONTAGE
310' x 20% = **62' REQ'D VIEW CORRIDOR**



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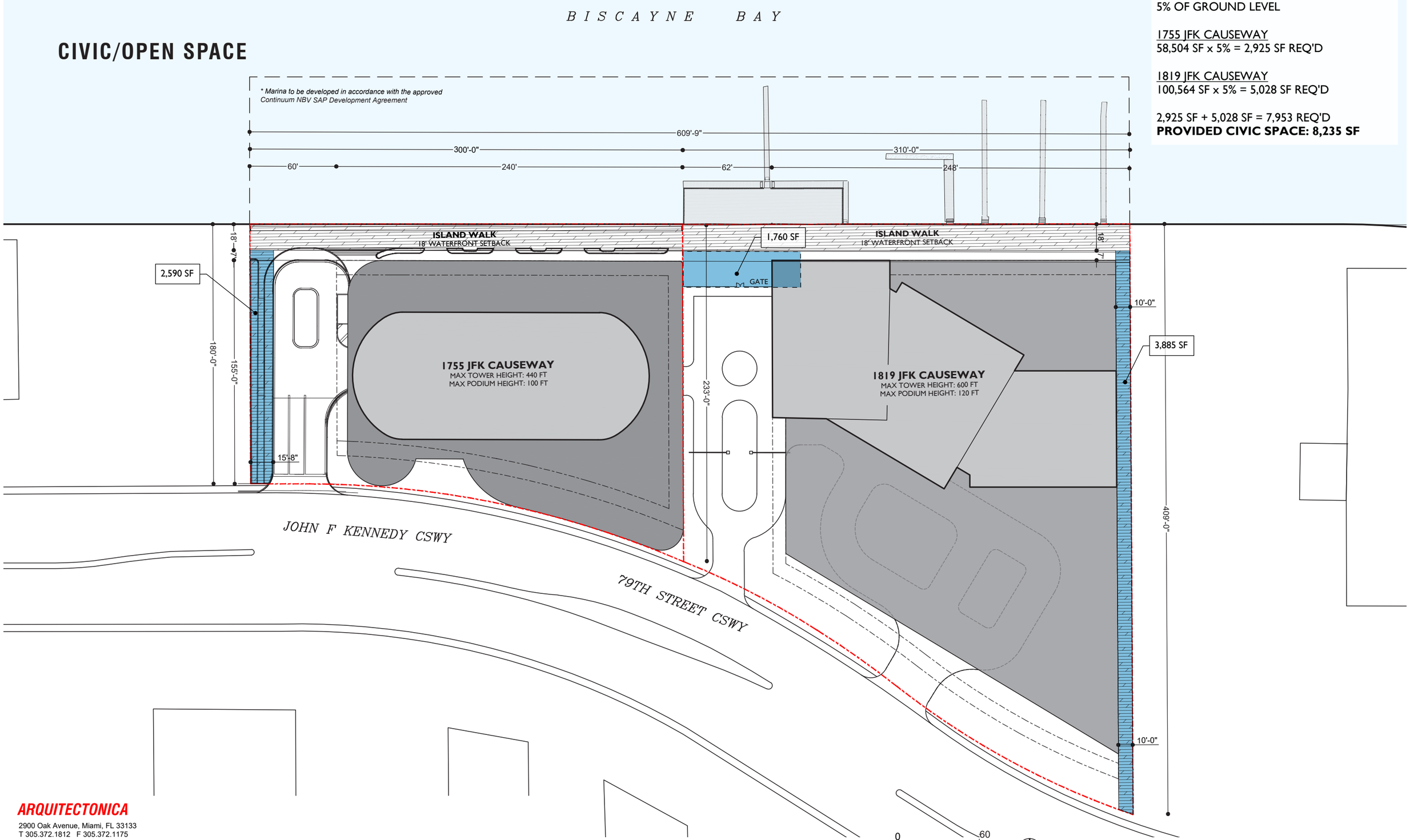
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04.22.2025

0 60
SCALE: 1" = 60'

CONTINUUM WATERFRONT DISTRICT

CIVIC/OPEN SPACE



CIVIC SPACE REQ'D:
5% OF GROUND LEVEL

1755 JFK CAUSEWAY
58,504 SF x 5% = 2,925 SF REQ'D

1819 JFK CAUSEWAY
100,564 SF x 5% = 5,028 SF REQ'D

2,925 SF + 5,028 SF = 7,953 REQ'D
PROVIDED CIVIC SPACE: 8,235 SF

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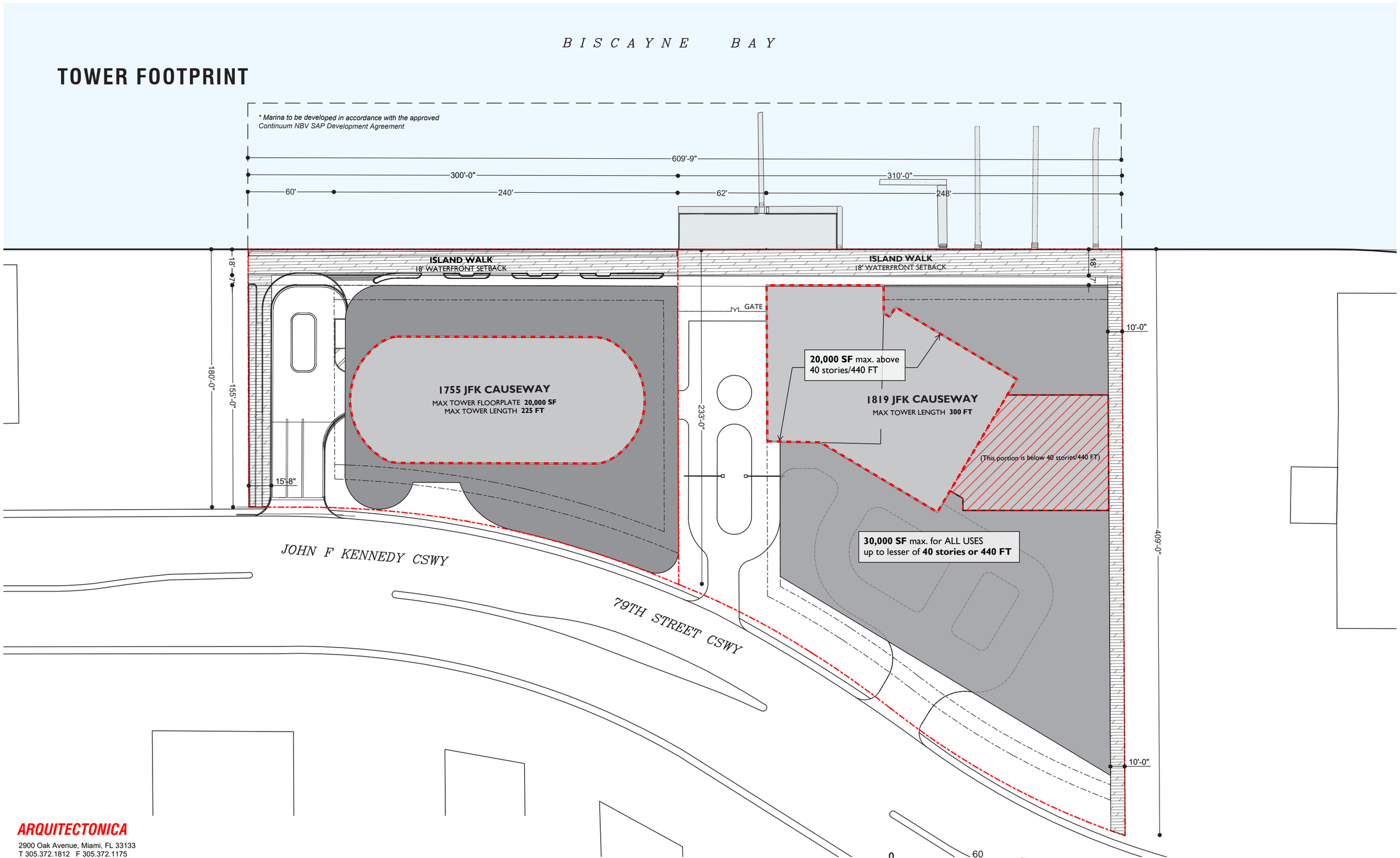
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04.22.2025

0 60
SCALE: 1" = 60'

TOWER FOOTPRINT



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04.22.2025

0 60

SCALE: 1" = 60'

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Village Commission
June 17, 2025 at 5:30 PM (*Ordinance on Second Reading*)

The purpose of the Public Hearings is to consider a Special Area Plan (SAP) application for the subject location:

APPLICANT: 1755 JFK Owner, LLC and 1819 NBV Owner, LLC

LOCATION: 1755 & 1819 Kennedy Causeway, North Bay Village, FL 33141[1]

SITE PLAN, SPECIAL AREA PLAN, REZONING, TEXT AMENDMENT APPLICATION, AND A DEVELOPMENT AGREEMENT: The Applicant requests the Village's consideration and approval to proceed with a mixed-use, multi-family development on two parcels located at 1755 and 1819 Kennedy Causeway, covering approximately 3.652 acres. The project will feature a range of building heights, a hotel with related amenities, restaurants, entertainment, and shopping. The Special Area Plan application seeks a rezoning and modifications to the Unified Land Development Code specific to the properties. Pursuant to Section 163.3225, Florida Statutes, the Village Commission will hold a second public hearing to consider the Development Agreement, which will specify the standards and conditions that will govern development of the property in connection with the site plan approval and special area plan.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

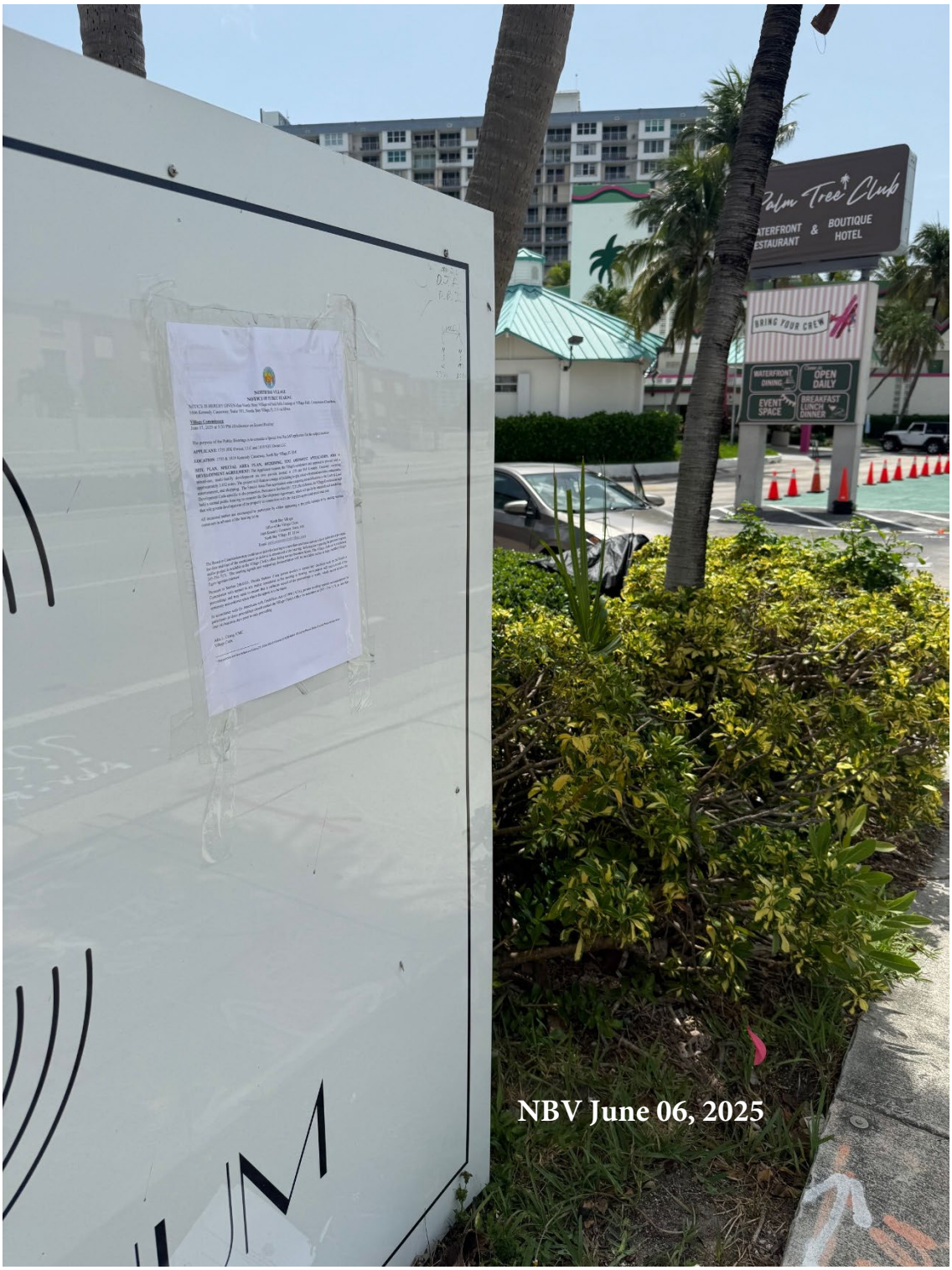
[1] The parcels are identified as Folios 23-3209-000-0110 and 23-3209-000-0120 by the Miami-Dade County Property Appraiser.



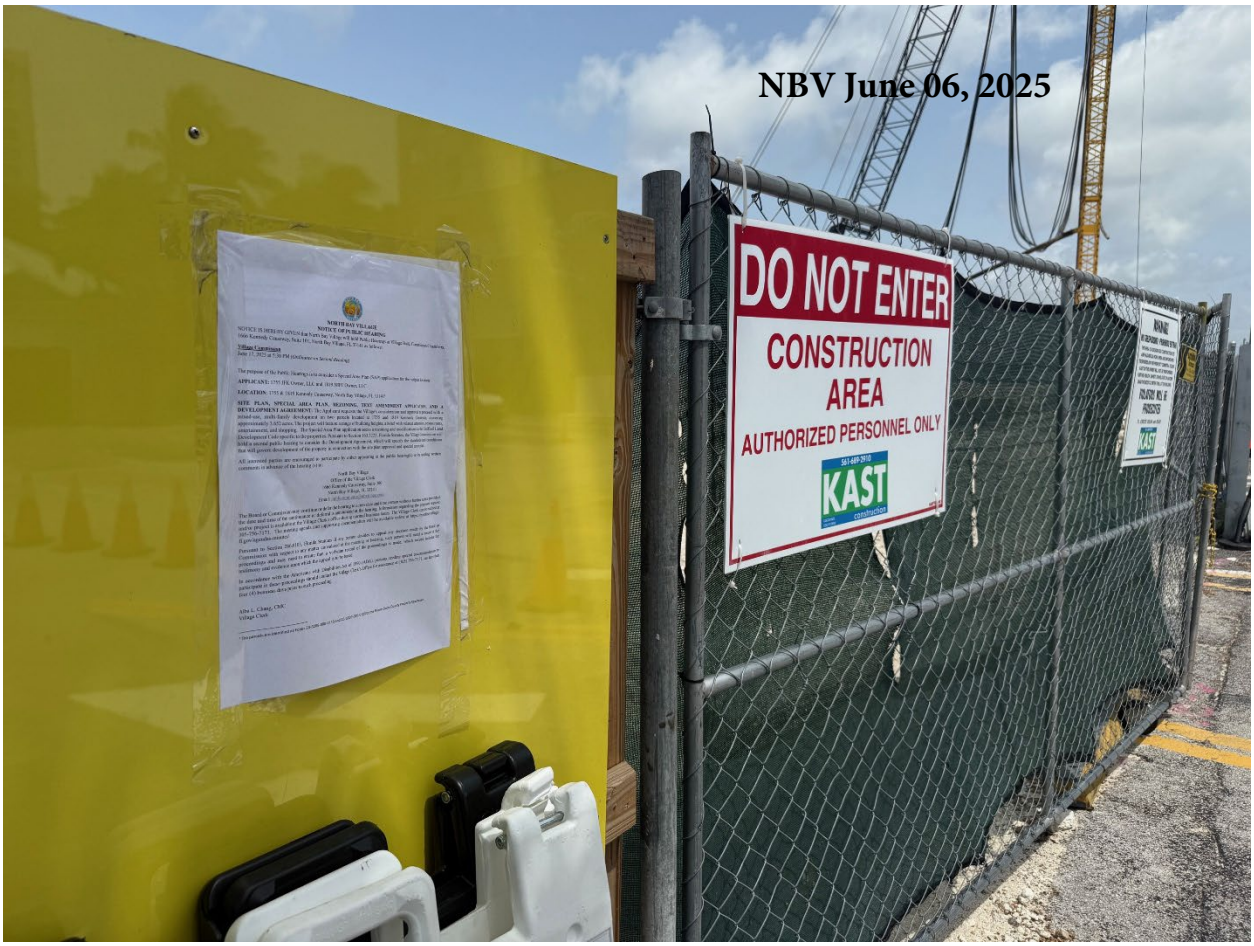
West side of Fence of 1755 JFK Causeway



East side of Fence of 1755 JFK Causeway



East corner fence of 1755 JFK Causeway and entrance to 1819-1855 JFK Causeway



East fence of 1755 JFK Causeway and parking of 1819-1855 JFK Causeway



Entrance to palm tree cub hotel at 1819-1855 JFK Causeway

rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

June 6, 2025

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
SUBJECT: 1755 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0110

SUBJECT: 1819-1855 79 Street Causeway, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-000-0120

I affirm the notices were sent via First Class mail on 6/6/2025.

Sincerely,



Diana B. Rio

Total number of property owners without repetition: **528, including 6 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
ANTONIO FESTA	ANDREA YAYBEK		ALMIRANTE HARWOOD #6149	MONTEVIDEO CP 11500			URUGUAY
DIGNA MARIA JIMENEZ	RAMY CHOEB		7430 TERBOIS ST	SAINT LEONARD QC H1S 2M4			CANADA
DIGNA MARIA JIMENEZ JTRS	RAMY CHOEB JIMENEZ JTRS		7430 TERBOIS	MONTREAL QC H1S 2M4			CANADA
JOHN NASSAR	SANDRA NASSAR		2428 HENSALL ST	MISSISSAUGA ON L5A 2T2			CANADA
PULIZZI MASSIMILIANO			VIA FLOSA 663 B	MEDICINA BOLOGNA 40059			ITALY
RAMY CHOEB	DIGNA MARIA JIMENEZ		7430 TERBOIS	MONTREAL QC H1S 2M4			CANADA
1755 JFK OWNER LLC	C/O THE CONTINUUM COMPANY LLC		49 WEST 23 ST 4 FL	NEW YORK	NY	10010	USA
1800 BAY DRIVE PARTNERS LLC			1800 BAY DR	MIAMI BEACH	FL	33141	USA
1819 NBV OWNER LLC	C/O THE CONTINUUM COMP LLC		49 WEST 23 ST 4 FL	NEW YORK	NY	10010	USA
A 107 RENTALS LLC			2641 N FLAMINGO RD 304N	SUNRISE	FL	33323	USA
ABEL GONZALEZ			7901 HISPANOLA AVE 605	NORTH BAY VILLAGE	FL	33141	USA
ACD INVESTMENT GROUP LLC			7901 HISPANOLA AVE 902	NORTH BAY VILLAGE	FL	33141	USA
ADDI PROPERTIES LLC			1000 VENETIAN WAY 1404	SOUTH BEACH	FL	33139	USA
ADEL ACEBAL SUAREZ	IVELISE SOLA FERNANDEZ		1800 79 STREET CSWY A307	NORTH BAY VILLAGE	FL	33141	USA
ADITYA TELLA			7901 HISPANOLA AVE 810	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN COSTAS			1865 79 STREET CSWY #6D	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN ILCHITZKY			1865 79 STREET CSWY #10K	NORTH BAY VILLAGE	FL	33141	USA
ADRIANA CAMPA LOPEZ			1865 79 STREET CSWY PH H	NORTH BAY VILLAGE	FL	33141	USA
AJIT BAINS			102 ASPEN DR	WEST WINDSOR	NJ	08550	USA
AKAY LLC	C/O SELOGERAMIAMI		301 ARTHUR GODFREY RD	MIAMI BEACH	FL	33140	USA
ALBERTO VILLEGAS LE	REM JOSE RAFAEL CASTILLO RIVERA		7301 HARDING AVE 12	MIAMI BEACH	FL	33141	USA
ALEJANDRA GUEVARA			1865 79 STREET CSWY #7J	NORTH BAY VILLAGE	FL	33141	USA
ALEJANDRA SLATAPOLSKY	JAVIER GUSTAVO KITAIGORODSKY		3641 N 55 AVE	HOLLYWOOD	FL	33021	USA
ALEJANDRO MARTINEZ			1865 79 STREET CSWY 14A N	NORTH BAY VILLAGE	FL	33141	USA
ALEKSANDAR KOCMAR			162 ROSLYN PLACE	BLOOMINGDALE	IL	60108	USA
ALEX SCHRODER			133 NE 2 AVE #1901	MIAMI	FL	33132	USA
ALEX SCHRODER RIVERA			133 NE 2 AVE #1901	MIAMI	FL	33132	USA
ALEXANDER COVARRUBIAS			1865 79 STREET CSWY 3G	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRA MOLNAR			1865 79 STREET CSWY #12K	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRA WELCH			1700 KENNEDY CSWY #1708	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRE REMY	JENNIFER SCHONWETTER		7901 HISPANOLA AVE #1610	NORTH BAY VILLAGE	FL	33141	USA
ALICE DE MELLO KROFF BRAZAO			1700 KENNEDY CSWY #1811	NORTH BAY VILLAGE	FL	33141	USA
ALICIA M VALDIVIESO LE	REM STEPHANIE V PEREIRA LIMA	REM RENATA V PEREIRA LIMA	1523 BLUE RD	CORAL GABLES	FL	33146	USA
ALLIVEL M CHETTY			1865 79 STREET CSWY #15C	NORTH BAY VILLAGE	FL	33141	USA
ALTAGRACIA MUNOZ &H ORLANDO			17960 NW 68 AVE UNIT 22	MIAMI	FL	33015	USA
AMANDA NUNES			469 ILLINGTON RD	OSSINING	NY	10562-1005	USA
AMAURI DA MOTA	MARIA CRISTINA DA SILVA		1865 79 STREET CSWY 10I	NORTH BAY VILLAGE	FL	33141	USA
AMBER HELM			20 TORTUGA CAY	ALISO VIEJO	CA	92656	USA
AMIT BANERJEE	DENISE M BANERJEE		2201 BRENTFORD ST	LANCASTER	PA	17601-5609	USA
ANA CAIRNS			7901 HISPANOLA AVE 2002	NORTH BAY VILLAGE	FL	33141	USA
ANA ISABEL MATA			1790 79 ST CSWY B110	NORTH BAY VILLAGE	FL	33141	USA
ANA TEJEIRO	NELSON TEJEIRO		1770 79 ST CSWY #D-102	NORTH BAY VILLAGE	FL	33141	USA
ANA TERESA TAMBINI TRS	ANA TERESA TAMBINI LIVING TRUST		6800 SW 63 ST	SOUTH MIAMI	FL	33143	USA
ANDREW ROY LOIACONO			32A WESTLAND ST	METHUEN	MA	01844	USA
ANDROMACHI KAMVYSELLI	PETROS PYROVOLAKIS		7901 HISPANOLA AVE 1802	NORTH BAY VILLAGE	FL	33141	USA
ANDYS MEJIAS BAUJIN			1780 79 STREET CSWY C203	NORTH BAY VILLAGE	FL	33141	USA
ANGEL RODRIGUEZ	MIRIAM RODRIGUEZ		18 PLUM COURT	HIGHLAND MILLS	NY	10930	USA
ANGEL W GARCIA VILORIA			1770 79 STREET CSWY UNIT D115	NORTH BAY VILLAGE	FL	33141	USA
ANGELA MARIA PARRA	JOHN FLICKINGER		7901 HISPANOLA AVE 1405	NORTH BAY VILLAGE	FL	33141	USA
ANIBAL MORGADO	CLARIVEL MORGADO		1865 79 STREET CSWY 12I	NORTH BAY VILLAGE	FL	33141	USA

ANITA SAU FUN NG			7901 HISPANOLA AVE #1909	NORTH BAY VILLAGE	FL	33141	USA
ANNIA DE JESUS COBO			2005 55 AVE	VERO BEACH	FL	32966	USA
ANTONIO FERNANDEZ			1865 79 STREET CSWY #7O	NORTH BAY VILLAGE	FL	33141	USA
ANTONIO LONARDO	LIDIA COLOMBO		7901 HISPANOLA AVE 1011	NORTH BAY VILLAGE	FL	33141	USA
ANUSH DAWIDJAN LE	REM TARA LEIGH DAWIDJAN		7901 HISPANOLA AVE 1509	NORTH BAY VILLAGE	FL	33141	USA
ARBEE HOLDINGS ASSET INC			7901 HISPANOLA AVE #1805	NORTH BAY VILLAGE	FL	33141	USA
ARNOBIO FREIRE & MARCOS FREIRE &	MARCELO FREIRE		1700 KENNEDY CSWY #907	NORTH BAY VILLAGE	FL	33141	USA
ATAL PROP INC	C/O MARSHALL WATSON PA		1865 79 STREET CSWY #11F	NORTH BAY VILLAGE	FL	33141	USA
AUGUSTO M PENA			1800 79 ST CSWY A304	NORTH BAY VILLAGE	FL	33141	USA
AUGUSTO RAMIREZ			1865 79 STREET CSWY #12N	NORTH BAY VILLAGE	FL	33141	USA
B 202 RENTALS LLC			2641 N FLAMINGO RD 304N	SUNRISE	FL	33323	USA
B AND B JACK LLC			413 NE 191 ST STE 205	MIAMI	FL	33179	USA
BAILA ARONOVSKI LE	REM MAURO ARONOVSKI	REM ARNALDO ARONOVSKI	1865 79 STREET CSWY #10A	NORTH BAY VILLAGE	FL	33141	USA
BARBARA D BRENZINI DE VAZQUEZ			7901 HISPANOLA AVE 1501	NORTH BAY VILLAGE	FL	33141	USA
BARBARA ROSS LE	REM JEROME MILLER	REM RENEE MILLER	7901 HISPANOLA AVE UNIT 1609	NORTH BAY VILLAGE	FL	33141	USA
BELISA MORILLO			7901 HISPANOLA AVE #1903	NORTH BAY VILLAGE	FL	33141	USA
BENEDETTA INVERSIONES LLC			150 SE 2 AVE 1408	MIAMI	FL	33131	USA
BERNARDO BURSTEIN	EVA MARIA BURSTEIN		1865 79 STREET CSWY #6E	NORTH BAY VILLAGE	FL	33141	USA
BERTHA CAMINERO			1790 79 STREET CSWY #B208	NORTH BAY VILLAGE	FL	33141	USA
BLANCA E PAZ			1800 79 STREET CSWY #A205	NORTH BAY VILLAGE	FL	33141	USA
BLANCA E PAZ &	NIDIA E REYES JTRS		1790 79 STREET CSWY #B104	NORTH BAY VILLAGE	FL	33141	USA
BLED LLC			500 S POINTE DR STE 230	MIAMI BEACH	FL	33139	USA
BLUE DORILAND LLC			8 THE GREEN A	DOVER	DE	19901	USA
BOJAN PUSONJA			21 E HURON ST 2404	CHICAGO	IL	60611	USA
BOM CAMINHO LLC			1865 79 STREET CSWY UNIT 6K	NORTH BAY VILLAGE	FL	33141	USA
BOZO I LLC			101 HUDSON ST 25 FL	JERSEY CITY	NJ	07302	USA
BRAD E FRYAR			1865 79 STREET CSWY 6C	NORTH BAY VILLAGE	FL	33141	USA
BRENDA CAROL LAMBETH	LARRY J THORSON		7901 HISPANOLA AVE #1706	NORTH BAY VILLAGE	FL	33141	USA
BRITNEY BENJAMIN			1865 79 STREET CSWY 2K	NORTH BAY VILLAGE	FL	33141	USA
BRUNO TOLEDO MARINO			1865 79 STREET CSWY PHC	NORTH BAY VILLAGE	FL	33141	USA
CAMRON MURPHY			7901 HISPANOLA AVE 704	NORTH BAY VILLAGE	FL	33141	USA
CARLOS A RIVERO			1780 79 STREET CSWY #C306	NORTH BAY VILLAGE	FL	33141	USA
CARLOS ALVAREZ			1865 79 STREET CSWY #16B	NORTH BAY VILLAGE	FL	33141	USA
CARLOS S OLIVA LE	JEANNE GIORDANO OLIVA LE	REM DIANA OLIVA ALVAREZ	11112 GRIFFING BLVD	BISCAYNE PARK	FL	33161	USA
CARMEN A NARANJO LE	REM LUIS NARANJO		1770 79 STREET CSWY #D201	NORTH BAY VILLAGE	FL	33141	USA
CAROLINA GOMEZ			1865 79 ST CSWY 5L	NORTH BAY VILLAGE	FL	33141	USA
CASCOS HOMES LLC			2020 NE 163 ST 300D	MIAMI	FL	33162	USA
CATALINA INVESTMENTS LLC			5951 ALTON RD	MIAMI BEACH	FL	33140	USA
CAUE YAMADA FERREIRA			1700 KENNEDY CSWY #1209	NORTH BAY VILLAGE	FL	33141	USA
CESAR IZTURIS			7901 HISPANOLA AVE #607	NORTH BAY VILLAGE	FL	33141	USA
CHECK C ENG TRS	CHECK C AND ONEIDA B ENG FAMILY	WEALTH TRUST	8704 RAYBURN RD	BETHESDA	MD	20817	USA
CHERBER HOLDINGS INC			2775 NE 187 ST #124	AVENTURA	FL	33180	USA
CHRISTIAN A JAIME	MARITZA JAIME		1770 79 STREET CSWY D304	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER LEACOCK			7901 HISPANOLA AVE 1111	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER SMITH			7901 HISPANOLA AVE #1107	NORTH BAY VILLAGE	FL	33141	USA
CINTHIA TAICH			1801 S TREASURE DR 429	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALAVREZ	SANDRA GARCIA PARDO		1865 79 ST CSWY 9K	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALVAREZ			7928 WEST DR #PH3	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIO NAPOLITANO			9755 NW 52 ST APT 503	DORAL	FL	33178	USA
CLAUDIO SALA	RALUCA VASILICA IFTIME		2600 SW 27 AVE 508	MIAMI	FL	33133	USA
CLUP FLIPPER MIAMI LLC			7901 HISPANOLA AVE 1502	NORTH BAY VILLAGE	FL	33141	USA

COCARI LLC			1925 BRICKELL AVE #D2001	MIAMI	FL	33129	USA
CONCEPCION CUESTA 1			655 E 45 ST	HIALEAH	FL	33013-1921	USA
CONCORDIA REAL ESTATE LLC			650 NW 180 TER 103	PEMBROKE PINES	FL	33029	USA
CONSUELO PEREZ			1790 79 STREET CSWY B106	NORTH BAY VILLAGE	FL	33141	USA
CORALIA CUESTA			1865 79 STREET CSWY #5M	NORTH BAY VILLAGE	FL	33141	USA
COREY M NARSON	TODD M NARSON		7901 HISPANOLA AVE 602	NORTH BAY VILLAGE	FL	33141	USA
DALTON HABITAT INC			750 NE 63 ST #B 514	MIAMI	FL	33138	USA
DANIEL BLANARU	PHYLLIS TASHJIAN BLANARU		7901 HISPANOLA AVE 601	NORTH BAY VILLAGE	FL	33141	USA
DANIEL GONZALEZ			7901 HISPANOLA AVE 811	NORTH BAY VILLAGE	FL	33141	USA
DANIEL MAX AZICRI &W HELEN			541 EAST PARK AVE	LONG BEACH	NY	11561	USA
DANIELA C MONTANA			1770 79 STREET CSWY D212	NORTH BAY VILLAGE	FL	33141	USA
DAO RENTALS OF MIAMI INC			18520 NW 67 AVE STE 121	MIAMI	FL	33015	USA
DASMARY CRUZ ORTIZ	DAILEN ALVAREZ		1865 79 STREET CSWY 7D	NORTH BAY VILLAGE	FL	33141	USA
DAVID ANGEL AROCHO	AMANDA VICTORIA MORAN		953 OLYMPIA BLVD	STATEN ISLAND	NY	10306	USA
DAVID G TARR	LINDA H TARR		7901 HISPANOLA AVE 1102	NORTH BAY VILLAGE	FL	33141	USA
DAVID MARTINEZ			1770 79 STREET CSWY D109	NORTH BAY VILLAGE	FL	33141	USA
DAVID PANIAGUA &W ELIZABETH			1865 79 STREET CSWY #7H	NORTH BAY VILLAGE	FL	33141	USA
DAVIDE PACELLA			7901 HISPANOLA AVE 1211	NORTH BAY VILLAGE	FL	33141	USA
DAWN GARCEN			1865 79 STREET CSWY PH O	NORTH BAY VILLAGE	FL	33141	USA
DEANNA SHIFRIN	ROBIN BUCKNER		7901 HISPANOLA AVE 1704	NORTH BAY VILLAGE	FL	33141	USA
DEBORAH NEWCOMB			11722 CHANTICLEER CT	PENSACOLA	FL	32507-9166	USA
DEBRA BARRIENTOS	JULIO DANIEL DIAZ		1790 79 STREET CSWY B207	NORTH BAY VILLAGE	FL	33141	USA
DEBRA BARRIENTOS	JULIO DIAZ		7533 ADVENTURE AVE	NORTH BAY VILLAGE	FL	33141	USA
DIANA FRANCO			1865 79 STREET CSWY #5K	NORTH BAY VILLAGE	FL	33141	USA
DIANA M MENDEZ			9020 NE 8 AVE UNIT 1J	MIAMI SHORES	FL	33138	USA
DIMITRI HAACKE			7901 HISPANOLA AVE #1002	NORTH BAY VILLAGE	FL	33141	USA
DINA JACK KHAYYAT TRS	DINA JACK KHAYYAT REV TRUST		7928 WEST DR 911	NORTH BAY VILLAGE	FL	33141	USA
DIONICIA MABEL ARIAS			1865 79 STREET CSWY 1N	NORTH BAY VILLAGE	FL	33141	USA
DJIBOUTI LLC			701 BRICKELL AVE #2040	MIAMI	FL	33131	USA
DLJ MORTGAGE CAPITAL INC			3900 CAPITAL CITY BLVD	LANSING	MI	48906	USA
DORA C PEREZ			15606 SW 63 TERR	MIAMI	FL	33193-2802	USA
DORIS JOSEFINA NAVA DE LAGUNA			31 MOHAWK DR	UNIONVILLE	CT	06085	USA
DYLAS PROPERTY MANAGEMENT LLC			16518 FORESTLAKE DR	TAMPA	FL	33624	USA
DYNASTIC INTERNATIONAL LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
EDILENE SILLER			1770 79 STREET CSWY #D303	NORTH BAY VILLAGE	FL	33141	USA
EDWARD BARLETTA TRS	EDWARD BARLETTA REVOCABLE TR	MARIA R BARLETTA	1605 BAY DR	MIAMI BEACH	FL	33141	USA
EDWIN PAUL MONTEIRO JR			1865 79 STREET CSWY 11J	NORTH BAY VILLAGE	FL	33141	USA
EFREM PALMER			7901 HISPANOLA AVE 1707	NORTH BAY VILLAGE	FL	33141	USA
EL ARROYITO LLC			1865 79 STREET CSWY 10L	NORTH BAY VILLAGE	FL	33141	USA
EL ARROYITO LLC			1865 79 STREET CSWY #4B	NORTH BAY VILLAGE	FL	33141	USA
ELINOR HARRIS LE	REM ROSLIN PERICH		1790 79 STREET CSWY B303	NORTH BAY VILLAGE	FL	33141	USA
ELIZABETH G ABRAHAM			1865 79 STREET CSWY 7N	NORTH BAY VILLAGE	FL	33141	USA
ELSI ALAVA TRS	ALAVA FAMILY REVOCABLE TRUST		1780 79 STREET CSWY C302	NORTH BAY VILLAGE	FL	33141	USA
ENRIQUE IVAN MONSALVE TRS	THE MONSALVE RESTREPO RAMOS	FAMILY REVOCABLE TRUST	1087 BRYANT WAY	SUNNYVALE	CA	94087	USA
ERIKA DIANA SPACCAROTELLA			2707 NE 164 ST	N MIAMI BEACH	FL	33160-4002	USA
ERIN MOHRES			1865 79 STREET CSWY #6G	NORTH BAY VILLAGE	FL	33141	USA
ERNEST GAMBARO	MONICA GAMBARO		5550 LAGORCE DR	MIAMI BEACH	FL	33140	USA
ERNEST U GAMBARO			1700 KENNEDY CSWY #1908	NORTH BAY VILLAGE	FL	33141	USA
ERNESTO K ORDONEZ			1865 79 STREET CSWY APT 4A	NORTH BAY VILLAGE	FL	33141	USA
ERNESTO ZAMORA			1800 79 STREET CSWY #A309	NORTH BAY VILLAGE	FL	33141	USA
ESPEJAIME INVERSIONES INC			1865 79 STREET CSWY UNIT 12D	NORTH BAY VILLAGE	FL	33141	USA

ESPERANZA JAHRMARKT			7901 HISPANOLA AVE 2006	NORTH BAY VILLAGE	FL	33141	USA
EST OF MARIA E OCAMPO			1790 79 ST CSWY APT B306	NORTH BAY VILLAGE	FL	33141	USA
ESTHER J CARDONA			1865 79 STREET CSWY #15H	NORTH BAY VILLAGE	FL	33141	USA
ESTHER PERCAL LE	REM CARLOS RAMON FERNANDEZ		6330 PINETREE DR	MIAMI BEACH	FL	33141	USA
ESTMO LLC			1865 79 STREET CSWY #14D	NORTH BAY VILLAGE	FL	33141	USA
EUGENE CIOFFI			1865 79 STREET CSWY #11 I	NORTH BAY VILLAGE	FL	33141	USA
EUGENIO S LOPEZ			10780 SW 88 ST #E-15	MIAMI	FL	33176	USA
EULALIA ESCORCIA			1865 79 STREET CSWY 8H	NORTH BAY VILLAGE	FL	33141	USA
EUNICE W LARA			1865 79 STREET CSWY #1G	NORTH BAY VILLAGE	FL	33141	USA
EVA EXPOSITO			1865 79 STREET CSWY #7M	NORTH BAY VILLAGE	FL	33141	USA
EVANGELINA BALMORI			120 CONFEDERATE AVE	DANVILLE	VA	24541	USA
EVELIO HORTA JR			1865 79 STREET CSWY #6I	NORTH BAY VILLAGE	FL	33141	USA
EVELYN TIEDEMANN			369 MAHOGANY DR	KEY LARGO	FL	33037	USA
EZEBEL LLC			304 INDIAN TRACE #507	WESTON	FL	33326	USA
FABIAN BENITO	JACQUELINA M CASADIDIO		42 GOLFVIEW CT	ROTON DE WEST	FL	33947	USA
FABIO DENTINO			1780 79 STREET CSWY #C 104	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO ZAMORA			1800 79 STREET CSWY A208	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO ZAMORA			1800 79 STREET CSWY #A311	NORTH BAY VILLAGE	FL	33141	USA
FERMIN L DE VALES			7524 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
FIMAR INVEST INC			21125 NE 3 CT	MIAMI	FL	33179	USA
FLAVIO LAURENT & DIANA HOYOS			1865 79 STREET CSWY #4J	NORTH BAY VILLAGE	FL	33141	USA
FLOR MARIA SOLANO	JULIA ISABEL PENA		1790 79 STREET CSWY #B301	NORTH BAY VILLAGE	FL	33141	USA
FLORA LUISA HEREU	SANDRA PEREZ		1865 79 STREET CSWY 16H	NORTH BAY VILLAGE	FL	33141	USA
FRANCISCO A ALVAREZ	ROSENDO A ALVAREZ		8004 NW 154 ST #298	MIAMI LAKES	FL	33016	USA
FRANCISCO ALMEIDA &W	MARIA F ALMEIDA		1865 79 STREET CSWY #4H	NORTH BAY VILLAGE	FL	33141	USA
FRANCISCO J ALTUNA			1770 79 STREET CSWY #D111	NORTH BAY VILLAGE	FL	33141	USA
FRANK PEREZ GONZALEZ			1770 79 STREET CSWY D314	NORTH BAY VILLAGE	FL	33141	USA
FREDERIC AND BRICE LLC			1865 79 STREET CSWY 6J	NORTH BAY VILLAGE	FL	33141	USA
FREDY AVISAI DIAZ	THAISME DIAZ		4200 MARYLAND CT	MIDDLETOWN	MD	21769	USA
FVZ L L C			3370 NE 190 ST #2813	AVENTURA	FL	33180	USA
GABRIEL BARBAT	ANA DOMINGUEZ		2655 COLLINS AVE #2108	MIAMI BEACH	FL	33140	USA
GABRIEL BARBAT	ANA DOMINGUEZ		1800 79 STREET CSWY #A202	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL CAROLI			1770 79 STREET CSWY D307	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL CAROLI VARGAS			1770 79 STREET CSWY D307	NORTH BAY VILLAGE	FL	33141	USA
GABRIELA ESTHER DEPILLIS			8000 WEST DR 605	NORTH BAY VILLAGE	FL	33141	USA
GABRIELA HEMMERDE VECCO			5750 COLLINS AVE APT 4B	MIAMI BEACH	FL	33140	USA
GAIL M SOLIS	IVAN SOLIA		110 SEAVER CIRCLE	BRIDGEPORT	CT	06606	USA
GENNARO PULEO			1780 79 STREET CSWY APT C211	NORTH BAY VILLAGE	FL	33141	USA
GEORGE KALIL III			9200 SW 212 TER	CUTLER BAY	FL	33189-3832	USA
GEORGE MCMILLIAN &W MARGARET			100 S BIRCH ROAD #1906	FORT LAUDERDALE	FL	33316	USA
GERARDO ALVAREZ &W PAULA &	RAFAEL ALVAREZ		2930 POINT EAST DR #E505	AVENTURA	FL	33160-2685	USA
GERARDO ALVAREZ &W PAULA LE	REM RAFAEL ALVAREZ		2930 POINT EAST DR #E505	NO MIAMI BEACH	FL	33160-2685	USA
GG DEVELOPMENT & INVESTMENT LLC			1200 WEST AVE PH 14	MIAMI BEACH	FL	33139	USA
GIGI LAND INC			3 FAIRLAWN DR	DEER PARK	NY	11729	USA
GILBERTO SANCHEZ &W BEATRIZ			1865 79 STREET CSWY #9M	NORTH BAY VILLAGE	FL	33141	USA
GINA HICKEY			1700 KENNEDY CSWY #1207	NORTH BAY VILLAGE	FL	33141	USA
GIOVANNI TUMMOLILLO	BERTHA ELENA TUMMOLILLO		7901 HISPANOLA AVE 711	NORTH BAY VILLAGE	FL	33141	USA
GISELA PEREZ			1790 79 STREET CSWY B 305	NORTH BAY VILLAGE	FL	33141	USA
GISELE BEAUVOIR			1865 79 STREET CSWY #12M	NORTH BAY VILLAGE	FL	33141	USA
GLADYS LOPEZ-TRIGO			70 SHORE DR WEST	MIAMI	FL	33133	USA
GLENN S (EST OF) & VIOLET SAMBERG			1770 79 STREET CSWY #D202	NORTH BAY VILLAGE	FL	33141	USA

GLOBAL INVESTMENT AND	ASSOCIATES LLC		311 9 ST	HALLANDALE BEACH	FL	33009	USA
GLORIA C RESTREPO			1800 79 ST CSWY A302	NORTH BAY VILLAGE	FL	33141	USA
GOLDEN SEA RTM LLC			1865 79 STREET CSWY 2L	NORTH BAY VILLAGE	FL	33141	USA
GOOD HOMES USA GROUP INC			1800 79 STREET CSWY A207	NORTH BAY VILLAGE	FL	33141	USA
GORAN CUK			7901 HISPANOLA AVE UNIT 1401	NORTH BAY VILLAGE	FL	33141	USA
GREGORY DANENBERG			215 E 95 ST #34H	NEW YORK	NY	10128	USA
GREGORY HOFFMAN			16395 BISCAYNE BLVD #1805	NORTH MIAMI BEACH	FL	33160	USA
GREY HOLDINGS INC			2775 NE 187 ST #124	AVENTURA	FL	33180	USA
GUILLERMO FERNANDEZ			2771 VILLAGE GREEN DR	MIAMI	FL	33175-2359	USA
GUILLERMO GARCIA &W MARICELA			1710 S TREASURE DR	NORTH BAY VILLAGE	FL	33141	USA
GUSTAVO ADOLFO BALMACEDA			7901 HISPANOLA AVE 1009	NORTH BAY VILLAGE	FL	33141	USA
GUSTAVO QUINTINI LE	REM ANTONIETA AVELEDO		7901 HISPANOLA AVE #709	NORTH BAY VILLAGE	FL	33141	USA
HARCHER BATRAVIL			7901 HISPANOLA AVE 706	NORTH BAY VILLAGE	FL	33141	USA
HECTOR HUGO DELLA GIOVANNA			1865 79 ST CSWY	NORTH BAY VILLAGE	FL	33141	USA
HECTOR J MORENO LE	REM BARBARA MORENO		6423 COLLINS AVE #610	MIAMI BEACH	FL	33141	USA
HELTON ORTIZ BARBOSA			1865 79 STREET CSWY APT 12B	NORTH BAY VILLAGE	FL	33141	USA
HENRY SPRING JR			7901 HISPANOLA AVE APT 1507	NORTH BAY VILLAGE	FL	33141	USA
HERNAN CARLOS GREVE			7901 HISPANOLA AVE 912	NORTH BAY VILLAGE	FL	33141	USA
HIDRO CIVIL INDUSTRIAS LLC			1700 KENNEDY CSWY #1611	NORTH BAY VILLAGE	FL	33141	USA
HLB 2 PROPERTIES LLC			15935 NW 82 CT	MIAMI LAKES	FL	33016	USA
IA LOVE LLC			7928 EAST DR UNIT 904	NORTH BAY VILLAGE	FL	33141	USA
IGNACIO MAGAN SANCHEZ	MARIA EUGENIA MADRIZ HERNANDEZ		1865 79 STREET CSWY PHN	NORTH BAY VILLAGE	FL	33141	USA
IK 91015A LLC			1150 KANE CONCOURSE 2FL	BAY HARBOR ISLANDS	FL	33154	USA
ILEANA A PEREZ			1800 79 STREET CSWY #A103	NORTH BAY VILLAGE	FL	33141	USA
ILIYA KHRAMOV LE	REM ANTON KHRAMOV		7901 HISPANOLA AVE 1412	NORTH BAY VILLAGE	FL	33141	USA
INGRID E MASON			1865 79 ST CSWY #14J	NORTH BAY VILLAGE	FL	33141	USA
ISAAC ROMAN			1780 79 STREET CSWY C20	NORTH BAY VILLAGE	FL	33141	USA
ISRAEL & ESTER SANTA MARIA			1865 79 STREET CSWY #2M	NORTH BAY VILLAGE	FL	33141	USA
ISRAEL DANIEL SULTAN	ROSELYNE SULTAN		7901 HISPANOLA AVE 1912	NORTH BAY VILLAGE	FL	33141	USA
IVAN BURGUENO	OLGA LOPEZ		1865 79 STREET CSWY 15E	NORTH BAY VILLAGE	FL	33141	USA
IVAN MORALES &W DAYAMI			1770 79 STREET CSWY #D101	NORTH BAY VILLAGE	FL	33141	USA
IVENS CORPORATION			800 71 ST #2 FLOOR	MIAMI BEACH	FL	33141	USA
IVETTE DELGADO			1024 NE 144 ST	MIAMI	FL	33161	USA
IVETTE DELGADO			7601 E TREASURE DR PH 118	NORTH BAY VILLAGE	FL	33141	USA
IVETTE WEDDLE	ROY WEDDLE		7901 HISPANOLA AVE #1807	NORTH BAY VILLAGE	FL	33141	USA
JAIME BAKER			34 41 85 ST 4M	FLUSHING	NY	11372	USA
JAMES FRENCH			1865 79 STREET CSWY PH-I	NORTH BAY VILLAGE	FL	33141	USA
JAMES GLANTZ			7901 HISPANOLA AVE 2011	NORTH BAY VILLAGE	FL	33141	USA
JAMIE M ARDEN			7901 HISPANOLA AVE 1410	NORTH BAY VILLAGE	FL	33141	USA
JAVIER ALBERTO ROMANO	PATRICIA MARIA ROMANO		7901 HISPANOLA AVE APT 1001	NORTH BAY VILLAGE	FL	33141	USA
JAVIER MORERA			3801 NE 170 ST #A-5	NORTH MIAMI BEACH	FL	33160-3169	USA
JAY ASHKANOZY			1865 79 ST CSWY #12-F	NORTH BAY VILLAGE	FL	33141	USA
JEAN ANDREE REJAS	HEYDY ALEJANDRA REJAS		7951 NE BAYSHORE CT #1402	MIAMI	FL	33138	USA
JEAN MICHEL DAVID WUETHRICH LE	REM JEAN M DAVID WUETHRICH TRS	REM JEAN M DAVID WUETHRICH LIV TR	7901 HISPANOLA AVE 2008	NORTH BAY VILLAGE	FL	33141	USA
JEFFREY A KATZ			21500 HALBURTON ROAD	BEACHWOOD	OH	44122	USA
JENNIEKE G ASTOR			1865 79 ST CSWY 3H	NORTH BAY VILLAGE	FL	33141	USA
JENNY RONDON			1770 79 STREET CSWY #D305	NORTH BAY VILLAGE	FL	33141	USA
JITENDRA SOOKLALL			369 DEER PARK ROAD	DIX HILLS	NY	11746	USA
JOAQUIN VIRUE LE	ROSA M VIRUE LE	REM CONCEPCION RABINOVICH	428 NE 90 ST	EL PORTAL	FL	33138	USA
JOEL BARRY MARGOLIS			1780 79 ST CSWY #314 BLDG C	NORTH BAY VILLAGE	FL	33141	USA
JOEL HOLTZMAN			1865 79 STREET CSWY #6A	NORTH BAY VILLAGE	FL	33141	USA

JOEL LUBIN			7901 HISPANOLA AVE UNIT 1705	NORTH BAY VILLAGE	FL	33141	USA
JOEL M ELLISON			5500 COLLINS AVE APT 402	MIAMI BEACH	FL	33140-5530	USA
JOEL WEITZMAN			166-42 22ND	WHITESTONE	NY	11357	USA
JOHANNY FERREIRA	RUBEN RABINO		1731 ANNANDALE CIR	ROYAL PALM BEACH	FL	33411	USA
JOHN PARDI &W	GLADYS PARDI		1700 KENNEDY CSWY #1711	NORTH BAY VILLAGE	FL	33181	USA
JOHN PARDI TRS	JOHN PARDI REVOCABLE TR		7901 HISPANOLA AVE 1711	NORTH BAY VILLAGE	FL	33141	USA
JOHN SAKAL			7901 HISPANOLA AVE 1112	NORTH BAY VILLAGE	FL	33141	USA
JORGE L BRITO	LIANEL M BRITO		186 NORMANDY DR	TAVERNIER	FL	33070	USA
JOSE DEL RIO	MARIA GAITAN		9440 W FLAGLER ST #105	MIAMI	FL	33174	USA
JOSE R PINTO			1790 79 STREET CSWY #B203	NORTH BAY VILLAGE	FL	33141	USA
JOSE VALERA			1865 79 STREET CSWY 9N	NORTH BAY VILLAGE	FL	33141	USA
JOSE VALVERDE LE	MYRA ALEIDA GREGORIO LE	REM JORGE GOMEZ	1865 79 STREET CSWY 4M	NORTH BAY VILLAGE	FL	33141	USA
JOSELY BARRIAL			1865 79 STREET CSWY #4F	NORTH BAY VILLAGE	FL	33141	USA
JOSEPH M GRECO			7516 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
JUAN C PEREZ			1568 NORMANDY DR	MIAMI BEACH	FL	33141	USA
JUAN DAVID HERNANDEZ	NATALIA BOLIVAR		1865 79 STREET CSWY 8N	NORTH BAY VILLAGE	FL	33141	USA
JUAN DIEGO PINTO	VANESSA BENTUE JACCOUD		7901 HISPANOLA AVE UNIT 1709	NORTH BAY VILLAGE	FL	33141	USA
JUAN JOSE CASAIS			1700 KENNEDY CSWY #1701	NORTH BAY VILLAGE	FL	33140	USA
JUANA PEREZ			3822 NW 58 CT	VIRGINIA GARDENS	FL	33166	USA
JUDITH LOIS DRESDEN LOFT TRS	JUDITH L DRESDEN LOFT FAM TR		7901 HISPANOLA AVE 802	NORTH BAY VILLAGE	FL	33141	USA
JULDIN LLC			333 N SHORE DR	MIAMI BEACH	FL	33141	USA
JULIO LLONA & MARIA E BENAGLIA			1865-79 ST CSWY #5A	NORTH BAY VILLAGE	FL	33141	USA
KAREL DIAZ REYES	ANNEYD AVALOS PENA		7901 HISPANOLA AVE 1803	NORTH BAY VILLAGE	FL	33141	USA
KARLA C DOS SANTOS			7901 HISPANOLA AVE #2007	NORTH BAY VILLAGE	FL	33141	USA
KEITH B MCKENZIE			1700 KENNEDY CSWY #2003	NORTH BAY VILLAGE	FL	33141	USA
KEITH T FORRESTER	SHARON MERRIL FORRESTER		7901 HISPANOLA AVE APT 1106	NORTH BAY VILLAGE	FL	33141	USA
KELLIE PETERSON			5620 SW 119 AVE	COOPER CITY	FL	33330-3351	USA
KELLY ANN LOMANGINO			1780 79 STREET CSWY C210	NORTH BAY VILLAGE	FL	33141	USA
KENDRA FLORES BATINEH			1865 79 STREET CSWY 1-I	NORTH BAY VILLAGE	FL	33141	USA
KENNEDY HOUSE CONDO HOLDINGS LLC			5121 SW 87 AVE	MIAMI	FL	33165	USA
KENNETH PEREZ			601 NW 208 CIR	PEMBROKE PINES	FL	33029-2136	USA
KERRY ALLEN			1700 KENNEDY CSWY 1010	NORTH BAY VILLAGE	FL	33141	USA
KEVIN COLIN	CYNTHIA COLIN		7901 HISPANOLA AVE 1101	NORTH BAY VILLAGE	FL	33141	USA
KEY OCEAN LLC			13899 BISCAYNE BLVD STE 222	NORTH MIAMI BEACH	FL	33181	USA
KFG PROPERTIES LLC			16 CLOVERFIELD DR	LOUDONVILLE	NY	12211	USA
KIAN WONG			7901 HISPANOLA AVE 603	NORTH BAY VILLAGE	FL	33141	USA
KIM CAIRINS	VALENTINA CAIRINS		7901 HISPANOLA AVE 608	NORTH BAY VILLAGE	FL	33141	USA
KK 16 LLC			1150 KANE CONCOURSE 2ND FLR	BAY HARBOR ISLANDS	FL	33154	USA
KRISTIANI LINS			1865 79 STREET CSWY 16K	NORTH BAY VILLAGE	FL	33141	USA
KUNIOKA INVESTMENTS LLC			2200 NE 33 AVE 15K	FORT LAUDERDALE	FL	33305	USA
LAMBROS REAL ESTATE LLC			7901 HISPANOLA AVE 1905	NORTH BAY VILLAGE	FL	33141	USA
LEONARDO D SCHIAFFINO	OSVALDO SCHIAFFINO	DIONIGI DAMIAN SCHIAFFINO	1820 SW 2 AVE	MIAMI	FL	33129	USA
LEONARDO DAVID SCHIAFFINO			1770 79 STREET CSWY #D311	NORTH BAY VILLAGE	FL	33141	USA
LEONEL D CAMACHO	MARIA E CAMACHO		1700 KENNEDY CSWY #1105	NORTH BAY VILLAGE	FL	33141	USA
LEONEL D CAMACHO	MARIA E CAMACHO		7901 HISPANOLA AVE #1105	NORTH BAY VILLAGE	FL	33141	USA
LEONILA URREGO			1770 79 ST CSWY APT D309	NORTH BAY VILLAGE	FL	33141	USA
LEONOR E ALBORNOZ LINARES			1549 NE 110 ST	MIAMI	FL	33161	USA
LEXI 2009 LLC			304 INDIAN TRACE #507	WESTON	FL	33326	USA
LEXI 708 LLC			7901 HISPANOLA AVE 2008	NORTH BAY VILLAGE	FL	33141	USA
LEXI DEVELOPMENT CO INC			7301 SW 57 CR STE 565	SOUTH MIAMI	FL	33143	USA
LEYLA GOMEZ	RAFAEL COMENSANA		1865 79 STREET CSWY 6M	NORTH BAY VILLAGE	FL	33141	USA

LEYLA GOMEZ	RAFAEL COMESANA		1865 79 STREET CSWY 14L	NORTH BAY VILLAGE	FL	33141	USA
LIGHT777 LLC			1770 79 ST CSWY #D310	NORTH BAY VILLAGE	FL	33141	USA
LILIANA P DODD			1865 79 STREET CSWY 11A	NORTH BAY VILLAGE	FL	33141	USA
LISA HALLORAN			7935 EAST DR 404	NORTH BAY VILLAGE	FL	33141	USA
LOHM PROPERTIES INC			20621 NE 7 CT	MIAMI	FL	33179	USA
LOLISCO LLC			8500 W FLAGLER ST STE B 209	MIAMI	FL	33144	USA
LORENA P GUARDAMAGNA			1700 KENNEDY CSWY #701	NORTH BAY VILLAGE	FL	33141	USA
LOURDES Z MENESES	YOLANDA MENESES		105 SW 96 CT #A	MIAMI	FL	33174-2000	USA
LUCIA BOVIO			1865 79 STREET CSWY APT 6B	NORTH BAY VILLAGE	FL	33141	USA
LUCIANA D PAVAN			1700 KENNEDY CSWY UNIT 803	NORTH BAY VILLAGE	FL	33141	USA
LUCIANO P COTTINO ROUX			11010 NW 30 ST STE 104 CCS-14282	MIAMI	FL	33172-5032	USA
LUIS ALFONSO BORREGO JTRS	HERMAN LUIS PLASENCIA JTRS		8525 SW 68 ST	MIAMI	FL	33143-2437	USA
LUIS ALFONSO SOSA	MARISA ARTUS		7901 HISPANOLA AVE #905	NORTH BAY VILLAGE	FL	33141	USA
LUIS ALFREDO NARANJO	LORENA PATRICIA DRYDEN		1790 79 STREET CSWY B205	NORTH BAY VILLAGE	FL	33141	USA
LUIS ALFREDO NARANJO			3316 KEENLAND RD	MARIETTA	GA	30062	USA
LUIS ANDRES RITTER ZAMORA	CARLY VIVIANA ARIAS PARAVICINI		1865 79 STREET CSWY UNIT 3J	NORTH BAY VILLAGE	FL	33141	USA
LUIS FERNANDO TORO JTRS	PAOLA ANDREA TORO JTRS		7411 BEACHVIEW DR	NORTH BAY VILLAGE	FL	33141	USA
LUIZ B CANTO	MAURIEN L SOARES		1865 79 STREET CSWY #5E	NORTH BAY VILLAGE	FL	33141	USA
LURPIAZO LLC			6001 SW 70 ST 543	SOUTH MIAMI	FL	33143	USA
LYNNE MARY LANDAU			1700 KENNEDY CSWY #1408	NORTH BAY VILLAGE	FL	33141	USA
MAGALYS AMORES	ARMANDO AMORES		1790 79 STREET CSWY B304	NORTH BAY VILLAGE	FL	33141	USA
MAGDALENA CABRAL			1790 79 STREET CSWY APT B201	NORTH BAY VILLAGE	FL	33141	USA
MAICER IZTURIS			1700 KENNEDY CSWY #606	NORTH BAY VILLAGE	FL	33141	USA
MAISIE MARGUILES LE	REM DAVID DARCEY &W JANICE		12619 SHOAL CREEK TERR	BELTSVILLE	MD	20705	USA
MALCOLM L GONZALES			7901 HISPANOLA AVE 1504	NORTH BAY VILLAGE	FL	33141	USA
MALLORCA INVESTMENTS GROUP LLC			901 PONCE DE LEON BLVD STE 204	CORAL GABLES	FL	33134	USA
MANFRED KLAUS GROTH	LISET GROTH		7901 HISPANOLA AVE 1005	NORTH BAY VILLAGE	FL	33141	USA
MANUEL ANTUNA &W	SUZANNE BELL ANTUNA		7901 HISPANOLA AVE #1006	NORTH BAY VILLAGE	FL	33141	USA
MARCELO TERAN JR			1780 79 STREET CSWY C206	NORTH BAY VILLAGE	FL	33141	USA
MARCO SALOMONE			1865 79 STREET CSWY #5C	NORTH BAY VILLAGE	FL	33141	USA
MARCOS ANTONIO ESCANDELL			1141 FALCON AVE	MIAMI	FL	33166	USA
MARCOS DE ALBUQUERQUE	JOSEPH B PILERI		7901 HISPANOLA AVE 712	NORTH BAY VILLAGE	FL	33141	USA
MARIA DAVILA			521 SW 89 AVE	MIAMI	FL	33174-2451	USA
MARIA DE LOS ANGELES JONES			6900 BAY DR 6A	MIAMI BEACH	FL	33141	USA
MARIA DEL CARMEN ROZZO			1800 79 STREET CSWY #A306	NORTH BAY VILLAGE	FL	33141	USA
MARIA F & LILY GAITAN JTRS			9440 W FLAGLER ST #105	MIAMI	FL	33174	USA
MARIA FERNANDA GOMES LEAL			1865 79 STREET CSWY APT 4E	NORTH BAY VILLAGE	FL	33141	USA
MARIA FIORELLA BLANCO			1865 79 STREET CSWY 8G	NORTH BAY VILLAGE	FL	33141	USA
MARIA J FRIEDOPFER			1865 79 STREET CSWY #PHG	NORTH BAY VILLAGE	FL	33141	USA
MARIA MENDONCA FREITAS TRS	THE MARIA MENDONCA FREITAS REV TR		1865 79 STREET CSWY PHB	NORTH BAY VILLAGE	FL	33141	USA
MARIA PATRICIA OLIVARES			1780 79 STREET CSWY #C101	NORTH BAY VILLAGE	FL	33141	USA
MARIA V KRAUS			1865 79 STREET CSWY #6F	NORTH BAY VILLAGE	FL	33141	USA
MARIEL G LEMA			4354 SW 13 ST	MIAMI	FL	33134	USA
MARIO AVERHOFF LE	REM PAULA AVERHOFF		255 GALEN DR 3F	KEY BISCAYNE	FL	33149	USA
MARIO G MARTINEZ			1800-79 ST CSWY #A-101	NORTH BAY VILLAGE	FL	33141	USA
MARIO JULY KONG SAN RIVERA			1865 79 STREET CSWY 3I	NORTH BAY VILLAGE	FL	33141	USA
MARIO NIEDBALSKI	JOSE RAFAEL CASTILLO		1865 79 STREET CSWY #10E	NORTH BAY VILLAGE	FL	33141	USA
MARION & MONICA WOOD			PO BOX 11688	MARINA DEL REY	CA	90295	USA
MARISA ANAI ARTUS MARCHETTI	LUIS ALFONSO SOSA		7901 HISPANOLA AVE 908	NORTH BAY VILLAGE	FL	33141	USA
MARK JAY EISENBERGER TRS	MARC JAY EISENBERGER LIVING TRUST		365 OCEAN BLVD UNIT 204	LONG BRANCH	NJ	07740	USA
MARK TRACH			1865 79 STREET CSWY #11O	NORTH BAY VILLAGE	FL	33141	USA

MARLENE PORTUONDO			7540 BOUNTY AVE	NORTH BAY VILLAGE	FL	33141	USA
MARNIC LLC			3600 UNIVERSITY PARK LANE	IRVING	TX	75062	USA
MARTA HERNANDEZ LE	REM MARTA MARIA RUIZ		7200 MIAMI LAKEWAY S	MIAMI LAKES	FL	33015	USA
MARTHA BOYLE			1800 79 STREET CSWY #A110	NORTH BAY VILLAGE	FL	33141	USA
MARVIAL LLC			18628 SW 50 CT	MIRAMAR	FL	33029	USA
MARY CARMEN MARSICANO DE CASAIS			1700 KENNEDY CSWY #1503	NORTH BAY VILLAGE	FL	33141	USA
MAURO SIVIERI			1865 79 STREET CSWY 8L	NORTH BAY VILLAGE	FL	33141	USA
MAYRA J VALDES			1770 79 STREET CSWY #D208	NORTH BAY VILLAGE	FL	33141	USA
MERCEDES OTEIZA			1865 79 STREET CSWY #7E	NORTH BAY VILLAGE	FL	33141	USA
MG PROSPER NBV LLC			301 ALMERIA AVE 330	CORAL GABLES	FL	33134	USA
MIAMI KA REAL ESTATE LP			3264 SO UNIVERSITY DR	MIRAMAR	FL	33021	USA
MICHAEL ALAN CHAZEN			1865 79 STREET CSWY 3F	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL EDWARD DUELL	MARIBEL HART		1865 79 STREET CSWY 14M	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL RYAN &W KAREN RUMBERG			10 W 15 ST #1114	NEW YORK	NY	10011	USA
MICHAEL SABBAH	CHRISTIANE J RENOU SABBAH		7901 HISPANOLA AVE 1602	NORTH BAY VILLAGE	FL	33141	USA
MICHAEL THOMAS BIELER			150 CHELTENHAM RD	WEST BABYLON	NY	11704	USA
MICHEL GOURVENNEC			1700 KENNEDY CSWY #1202	NORTH BAY VILLAGE	FL	33141	USA
MICHEL SABBAH LLC			7901 HISPANOLA AVE #604	NORTH BAY VILLAGE	FL	33141	USA
MICHEL SABBAH LLC			7901 HISPANOLA AVE 1602	NORTH BAY VILLAGE	FL	33141	USA
MIGUEL RIOS			1800 79 STREET CSWY #A105	NORTH BAY VILLAGE	FL	33141	USA
MIKEY NADER FALAH	MOHAMMAD FALAH		7901 HISPANOLA AVE 1702	NORTH BAY VILLAGE	FL	33141	USA
MILADY SARRIA			1865 79 ST CSWY APT 9C	NORTH BAY VILLAGE	FL	33141	USA
MILAN KOCIC			1865 79 STREET CSWY 8F	NORTH BAY VILLAGE	FL	33141	USA
MIRNA AURISTELA GIOIA RIVERA			1700 KENNEDY CSWY #1007	NORTH BAY VILLAGE	FL	33141	USA
MIRTA D RIOS			1800 79 STREET CSWY #A106	NORTH BAY VILLAGE	FL	33141	USA
MM KENNEDY HOLDINGS LLC			6500 COW PEN RD 104	MIAMI LAKES	FL	33014	USA
MOHAMAD J AKHTER			3329 W 47 ST	MIAMI BEACH	FL	33140	USA
MONICA COELHO LITHG			1865 79 STREET CSWY 15I	NORTH BAY VILLAGE	FL	33141	USA
MONICA FABIANA BIANCOSPINO			1865 79 STREET CSWY 3C	NORTH BAY VILLAGE	FL	33141	USA
MONICA WOOD	PERRY TRACH		PO BOX 11688	MARINA DEL REY	CA	90295	USA
MONTRI PUTLEK TRS			7521 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
MPC MIAMI LLC			8500 WEST FLAGLER ST B208	MIAMI	FL	33144	USA
MR BUBU LLC			10350 W BAY HARBOR DR 9H	BAY HARBOR ISLANDS	FL	33154	USA
MRKDR PROPERTIES LLC			36 NW 6 AVE SUITE TS7	MIAMI	FL	33128	USA
NABIL NAHID NAOSHY TRS	NAOSHY FAMILY TRUST	DIANA AKKAOUI NAOSHY TRS	7901 HISPANOLA AVE 1203	NORTH BAY VILLAGE	FL	33141	USA
NANCY RIVERO			1865 79 STREET CSWY APT 8I	NORTH BAY VILLAGE	FL	33141	USA
NATASA G BOLLOK	RODOLFO A SCHIAVO		1566 NE 110 ST	MIAMI	FL	33161	USA
NATYLUCHI PROPERTIES LLC			5055 COLLINS AVE #11 N	MIAMI BEACH	FL	33140	USA
NELAD LLC			521 SW 89 AVE	MIAMI	FL	33174	USA
NELLY S & JENNY CORTES			1865 79 STREET CSWY #2C	NORTH BAY VILLAGE	FL	33141	USA
NELSON GUILLERMO TEJEIRO	ANA TEJEIRO		7601 E TREASURE DR #907	NORTH BAY VILLAGE	FL	33141	USA
NELSON J BRANDT	NICOLE MOUSTAKI		7901 HISPANOLA AVE 906	NORTH BAY VILLAGE	FL	33141	USA
NEOTRADE LLC			1865 KENNEDY CSWY #9H	NORTH BAY VILLAGE	FL	33141	USA
NEOTRADE LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
NEW ROCK LLC			1000 E HALLANDALE BEACH BLVD #30	HALLANDALE BEACH	FL	33009	USA
NIBIA F RODRIGUEZ LE	REM FRANCISCO J RODRIGUEZ	REM JOSE FRANCISCO RODRIGUEZ	8475 SW 48 ST	MIAMI	FL	33145	USA
NICHOLAS BELLETTO	ANA MARCELA DUARTE MATA		7040 SPENCER RD	TALLAHASSEE	FL	32312	USA
NICOLE ACOSTA	GABRIELA MERCEDES PILOTO		1780 79 STREET CSWY #C301	NORTH BAY VILLAGE	FL	33141	USA
NICOLE FREEDLANDER			1800 NE 114 ST UNIT 2303	NORTH MIAMI	FL	33181	USA
NIMRUD 2014 LLC			20900 NE 30 AVE STE 809	AVENTURA	FL	33180	USA
NJF VENTURES LLC			401 69 ST APT 407	MIAMI BEACH	FL	33141	USA

NOLVIA F HOWARD			1790 79 STREET CSWY #B112	NORTH BAY VILLAGE	FL	33141	USA
NORMA C GONZALEZ	DELILAH M ALFONSO	PAULETTE GONZALEZ	1865 79 STREET CSWY 2A	NORTH BAY VILLAGE	FL	33141	USA
NORTH BAY VILLAGE A209 LLC			6346 NW 113 CT	DORAL	FL	33178	USA
OBED JOSUE REYES			1770 79 STREET CSWY UNIT D106	NORTH BAY VILLAGE	FL	33141	USA
OHANA ONE LLC			2020 NE 163 ST 300D	MIAMI	FL	33162	USA
OLEKSANDR BLEKHEROV			7901 HISPANOLA AVE UNIT 1607	NORTH BAY VILLAGE	FL	33141	USA
ORESTE ROSARIO BOCCIA			1780 79 STREET CSWY #C109	NORTH BAY VILLAGE	FL	33141	USA
ORNERO LLC			900 NE 3 ST	POMPANO BEACH	FL	33060	USA
OSCAR J PEREZ	OSCAR A PEREZ	ADIS N PEREZ SHIFFMAN	1790 79 STREET CSWY B312	NORTH BAY VILLAGE	FL	33141	USA
OSCAR J PEREZ &W	YADIRA DEL S ESPINOZA		1790 79 STREET CSWY #B312	NORTH BAY VILLAGE	FL	33141	USA
OSVALDO RIVERON			1790 79 STREET CSWY #B212	NORTH BAY VILLAGE	FL	33141	USA
OSVALDO SCHIAFFINO LE	REM DIONIGI DAMIAN SCHIAFFINO	REM VINCENT LUCAS SCHIAFFINO	1865 79 STREET CSWY 16M	NORTH BAY VILLAGE	FL	33141	USA
PABLO ALVARADO LE	REM ANDREW ALVARADO	REM ALEJANDRO ALVARADO	7901 HISPANOLA AVE 1403	NORTH BAY VILLAGE	FL	33141	USA
PABLO EGGLE			2060 NW 81 AVE 325	PEMBROKE PINES	FL	33024	USA
PABLO F VARELA			1780 79 STREET CSWY #C307	NORTH BAY VILLAGE	FL	33141	USA
PABLO LONGA	JENNIFER ARJONA LONGA		1700 KENNEDY CSWY #1612	NORTH BAY VILLAGE	FL	33141	USA
PASCUAL ALONSO PEREZ			1865 79 STREET CSWY 12C	NORTH BAY VILLAGE	FL	33141	USA
PATRICIA ANN VILA			7901 HISPANOLA AVE UNIT #1004	NORTH BAY VILLAGE	FL	33141	USA
PATRICIO BOYLE			7901 HISPANOLA AVE 911	NORTH BAY VILLAGE	FL	33141	USA
PAULA PONTE			9595 COLLINS AVE 1101	SURFSIDE	FL	33154	USA
PEDRO EDUARDO YUNIS	CLAUDIA ZULUAGA YUNIS		7901 HISPANOLA AVE UNIT 1806	NORTH BAY VILLAGE	FL	33141	USA
PEDRO GIL &	MARGARITA M PEREZ		1770 79 STREET CSWY #D301	NORTH BAY VILLAGE	FL	33141	USA
PENSCO TRS CO			3175 OAK PARK DR	LAKELAND	FL	33803	USA
PIERO VITALE	SULMA TORRES		7901 HISPANOLA AVE 805	NORTH BAY VILLAGE	FL	33141	USA
PSP MANAGEMENT LLC			740 NE 87 ST	MIAMI	FL	33138	USA
RAFAEL CISNEROS			1780 79 STREET CSWY #C201	NORTH BAY VILLAGE	FL	33141	USA
RAFAEL COMESANA			1865 79 STREET CSWY #12H	NORTH BAY VILLAGE	FL	33141	USA
RAMIRO P SCHEJTMAN			1865 79 STREET CSWY #14O	NORTH BAY VILLAGE	FL	33141	USA
RANDOLPH MARKS			1865 79 STREET CSWY #16O	NORTH BAY VILLAGE	FL	33141	USA
RAUL DANIEL GARCIA			7901 HISPANOLA AVE 903	NORTH BAY VILLAGE	FL	33141	USA
REBECA DIAZ			1770 79 STREET CSWY #D209	NORTH BAY VILLAGE	FL	33141	USA
REGINA NUNES DA SILVA	LUCAS MANFRINI SOARES		1865 79 STREET CSWY #3 O	NORTH BAY VILLAGE	FL	33141	USA
REGIS JOSEPH VILLETTAZ			1700 KENNEDY CSWY #1008	NORTH BAY VILLAGE	FL	33141	USA
ROBERT EVAN MEYERS	HOPE D MEYERS		7901 HISPANOLA AVE UNIT #1601	NORTH BAY VILLAGE	FL	33141	USA
ROBERT JOHN AKRAS TRS	ROBERT J AKRAS TRUST		7901 HISPANOLA AVE 1911	NORTH BAY VILLAGE	FL	33141	USA
ROBLES FAMILY MGMT CO LLC			15575 NW 12 PL	PEMBROKE PINES	FL	33028	USA
ROCHELLE MEDEARIS TRS	THE ROCHELLE MEDEARIS REV TR		100 MAIN ST APT 501	VISTA	CA	92084	USA
RODOLFO A SCHIAVO	NATASA C BOLLOK		1566 NE 110 ST	MIAMI	FL	33161	USA
ROGER CORN SR &W PAULA			1800 79 STREET CSWY #A310	NORTH BAY VILLAGE	FL	33141	USA
ROGER ROJAS JR TRS	ROGER ROJAS JR REV LIV TR		12085 COLONY PRESERVE DR	BOYNTON BEACH	FL	33436	USA
RONALD DAENECKE			11031 NW 2 CT	MIAMI	FL	33168	USA
ROSA URBINA	MARCO ANTONIO HIDALGO		1770 79 STREET CSWY D214	NORTH BAY VILLAGE	FL	33141	USA
ROXANNE R AWANG			1865 79 ST CSWY #9-O	NORTH BAY VILLAGE	FL	33141	USA
RUDOLF KOHN			1865 79 STREET CSWY #15J	NORTH BAY VILLAGE	FL	33141	USA
RUPERTO SARMIENTO TRS	SARMIENTO ENTERPRISES LLC TR		1865 79 STREET CSWY 8O	NORTH BAY VILLAGE	FL	33141	USA
RUSSEL WARREN &W LUCIENE			128 HAGGE DR	DAYTONA BEACH	FL	32124	USA
RUSSELL WARREN			128 HAGGE DR	DAYTONA BEACH	FL	32124	USA
SALVATORE SCRIVO			395 HUGUENOT ST APT 2R	NEW ROCHELLE	NY	10801	USA
SAMUEL ZAMACONA			1700 KENNEDY CSWY #1003	NORTH BAY VILLAGE	FL	33141	USA
SANDRA LEVY	ANDREW S LEVY		7901 HISPANOLA AVE 1604	NORTH BAY VILLAGE	FL	33141	USA
SANJIT VARGHESE	AZEENA LOBO VARGHESE		5906 NW 123 AVE	CORAL SPRINGS	FL	33076	USA

SANTECH INTERNATIONAL INC			1436 MANTUA AVE	CORAL GABLES	FL	33146	USA
SANTIAGO GATTO	ANASTASIA TKAL		7901 HISPANOLA AVE 1411	NORTH BAY VILLAGE	FL	33141	USA
SASO GEGOVSKI			1790 79 STREET CSWY #B204	NORTH BAY VILLAGE	FL	33141	USA
SEBASTIAN L SCHOLL			7901 HISPANOLA AVE 1605	NORTH BAY VILLAGE	FL	33141	USA
SERGIO ANDRES GIMENEZ			1865 79 STREET CSWY 7A	NORTH BAY VILLAGE	FL	33141	USA
SG MIAMI INVESTMENTS LLC			1865 79 STREET CSWY 10C	NORTH BAY VILLAGE	FL	33141	USA
SHAHILA HOSSAIN			1080 RICHARDSON AVE	BENSALEM	PA	19020	USA
SHERYL S BORG	ALICE A KERR		7901 HISPANOLA AVE 1906	NORTH BAY VILLAGE	FL	33141	USA
SHIRENE TABARESTANI			1865 79 STREET CSWY 15K	NORTH BAY VILLAGE	FL	33141	USA
SHIRLEY OSCHART			7901 HISPANOLA AVE #703	NORTH BAY VILLAGE	FL	33141	USA
SHOMA NORTH BAY VILLAGE LLC			201 SEVILLA AVE 300	CORAL GABLES	FL	33134	USA
SHOPPES OF NO BAY VILLAGE II LLC			1320 S DIXIE HWY STE 781	CORAL GABLES	FL	33146-2953	USA
SHUANGYU SHEN			1865 79 STREET CSWY 3D	NORTH BAY VILLAGE	FL	33141	USA
SIDNEY J & BARBARA L FELLMAN			5875 DOUGLAS ST	PITTSBURGH	PA	15217	USA
SIGRID NILSSEN			1860 VENICE PARK DR 127	NORTH MIAMI	FL	33181	USA
SILVANA X MONTI			1865 79 STREET CSWY #3M	NORTH BAY VILLAGE	FL	33141	USA
SIMONA QUISPE TRS	SIMONA QUISPE REVOCABLE TRUST		1865 79 STREET CSWY #3N	NORTH BAY VILLAGE	FL	33141	USA
SIMONE MAZAL ABECASSIS			1770 79 STREET CSWY D206	NORTH BAY VILLAGE	FL	33141	USA
SOFIA ANEAS GARCIA TRS	THE CARMEN SAHAGUN LIVING TRUST		186 NE 106 ST	MIAMI SHORES	FL	33138	USA
SOFIA CHATZIKONSTANTI			5597 SEMINARY RD #2005	SOUTH FALLS CHURCH	VA	22041	USA
SOFIA FISCHER			1865 79 STREET CSWY 15M	NORTH BAY VILLAGE	FL	33141	USA
SOLEDAD VILLARRUEL LARRE	LAURA MURRAY		7901 HISPANOLA AVE UNIT 1109	NORTH BAY VILLAGE	FL	33141	USA
SOUHEIL BADAA			7901 HISPANOLA AVE #807	NORTH BAY VILLAGE	FL	33141	USA
SPACA LLC			2935 NE 163 ST 6D	NORTH MIAMI BEACH	FL	33160	USA
STARFISH ISLAND LLC			4911 COLUMBIA RD F	COLUMBIA	MD	21044	USA
STEVEN JEFFREY GISH			1245 HAWTHORNE DR EAST	WANTAGH	NY	11793	USA
STUART ROHATINER JTRS	JUDITH ROHATINER JTRS		1700 KENNEDY CSWY #705	NORTH BAY VILLAGE	FL	33141	USA
SUNNYBEACHSC LLC			60 NW 37 AVE #1207	MIAMI	FL	33125	USA
SUNSET OCEAN LLC			7901 HISPANOLA AVE #1602	NORTH BAY VILLAGE	FL	33141	USA
SUSAN P RYAN			1865 79 STREET CSWY #14G	NORTH BAY VILLAGE	FL	33141	USA
SYNNYBEACHSC LLC			60 NW 37 AVE #1207	MIAMI	FL	33125	USA
TAMAR FREIMEN	SHMUEL FREIMEN		7901 HISPANOLA AVE APT 1508	NORTH BAY VILLAGE	FL	33141	USA
TANIA M ROMERO			1770 79 STREET CSWY #D204	NORTH BAY VILLAGE	FL	33141	USA
TAPTUS CORP			4001 S OCEAN DR 11C	HOLLYWOOD	FL	33019	USA
TARIK HUSAIN			1700 KENNEDY CSWY #1103	NORTH BAY VILLAGE	FL	33141	USA
TASMIN ARA KHAN			1865 79 STREET CSWY 11N	NORTH BAY VILLAGE	FL	33141	USA
TEJEIRO F NELSON			1800 79 STREET CSWY A308	NORTH BAY VILLAGE	FL	33141	USA
TETYANA SHVETS			1700 KENNEDY CSWY #1409	NORTH BAY VILLAGE	FL	33141	USA
THE JOHN DANILOSKY TRUST			1770 79 STREET CSWY #D205	NORTH BAY VILLAGE	FL	33141	USA
THE KENNEDY HOUSE LLC			1865 79 STREET CSWY 3K	NORTH BAY VILLAGE	FL	33141	USA
THE LYONETTA CORP			16192 COASTAL HIGHWAY	LEWES	DE	19958	USA
THE RUNNING TEAM LLC			2370 NE 184 TER	N MIAMI BEACH	FL	33160	USA
THIERRY M RIAHI			7901 HISPANOLA AVE 1510	NORTH BAY VILLAGE	FL	33141	USA
THOMAS HOLMENGREN			1700 KENNEDY CSWY #910	NORTH BAY VILLAGE	FL	33141	USA
TINMAR COMPANY LLC			1700 KENNEDY CSWY #702	NORTH BAY VILLAGE	FL	33141	USA
TOYOKO KONNO			12029 NW 13 ST	PEMBROKE PINES	FL	33026	USA
TRISTAR REAL ESTATE	INVESTMENTS LLC		18101 PINES BLVD 105	PEMBROKE PINES	FL	33029	USA
ULLRICH FRANZ JOSEF OEHMEN			7901 HISPANOLA AVE UNIT #1205	NORTH BAY VILLAGE	FL	33141	USA
VANIA VASCONCELOS DE FREITAS			1865 79 STREET CSWY #4D	NORTH BAY VILLAGE	FL	33141	USA
VENUS MIAMI LLC			876 NW 6 AVE	BOCA RATON	FL	33432	USA
VERSO HOLDINGS LLC			5151 COLLINS AVE 1625	MIAMI BEACH	FL	33140	USA

VERSO HOLDINGS LLC			7901 HISPANOLA AVE 1608	NORTH BAY VILLAGE	FL	33141	USA
VICTORIA ILLEANA MONTERO			7901 HISPANOLA AVE 1206	NORTH BAY VILLAGE	FL	33141	USA
VIVIANE GANZ SANCHEZ			7901 HISPANOLA AVE 1110	NORTH BAY VILLAGE	FL	33141	USA
WELLINGTON ASSETS LLC			3363 NE 163 ST #502	NORTH MIAMI BEACH	FL	33160	USA
WESLEY L UTTERBACK			1865 79 STREET CSWY #7 B	NORTH BAY VILLAGE	FL	33141	USA
WHITE PEAK LLC			8 THE GREEN #5245	DOVER	DE	19901	USA
WHITE STEEL LLC			1621 CORNWALL AVE	BELLINGHAM	WA	98225	USA
WILLIAAM KRINICKAS	JOELLE HANNAH CAMPBELL		7901 HISPANOLA AVE 2004	NORTH BAY VILLAGE	FL	33141	USA
WILLIAM BURGETT	CLAIRE BURGETT		5430 LINDA VISTA RD UNIT 15	SAN DIEGO	CA	92110	USA
WILSON M VIVANCO			12534 GRIFFIN BLVD	NORTH MIAMI	FL	33161	USA
WILSON ROLDAN LE	REM HUGO ROLDAN		1865 79 STREET CSWY 16D	NORTH BAY VILLAGE	FL	33141	USA
WLB INVESTMENTS LLC			4000 HOLLYWOOD BLVD STE 140 N	HOLLYWOOD	FL	33021	USA
WOLFGANG ANDRE MENZ			1865 79 STREET CSWY 5O	NORTH BAY VILLAGE	FL	33141	USA
YEMFER M CASANOVA			1790 79 STREET CSWY #B103	NORTH BAY VILLAGE	FL	33141	USA
YILENA GONZALEZ FERREIRO	ROMY MONTIEL HERNANDEZ		1790 79 STREET CSWY B102	NORTH BAY VILLAGE	FL	33141	USA
YULIYA SIDOREVSKAYA			7901 HISPANOLA AVE 1812	NORTH BAY VILLAGE	FL	33141	USA
ZEN HOUSE HOLDINGS CORP			16760 NW 75 AVE	MIAMI	FL	33015	USA
ZULEICA PERDOMO			4370 SW 82 AVE	MIAMI	FL	33155	USA
ZUZANA CHARDIET			1865 79 STREET CSWY 15N	NORTH BAY VILLAGE	FL	33141	USA

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 17, 2025 AT 5:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE ZONING OF CERTAIN PARCELS LOCATED AT 1755 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0110) AND 1819/1855 79th STREET CAUSEWAY (FOLIO NO. 23-3209-000-0120), FROM T6-30 TRANSECT TO "CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX C, CONTINUUM WATERFRONT DISTRICT SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

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AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO MODIFY T6 TRANSECT REGULATIONS TO ADDRESSS ROOFTOP/MECHANICAL STRUCTURES, BONUS HEIGHT, FLOORPLATE LIMITATIONS, AND VIEW CORRIDOR REQUIREMENTS; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 876 1077 0939** **PASSCODE: 393324**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE

LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Tuesday, June 24, 2025, through Friday, June 27, 2025, at the Hilton Orlando (Orange County), 6001 Destination Parkway, Orlando, Florida 32819. Members of the Miami-Dade County Board of County Commissioners may be in attendance. A complete list of scheduled meetings may be viewed at the following link:

Public Notice - North Bay Village Commission Meeting

North Bay Village | Publish Date: Jun 4, 2025

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Public Notice - Public Hearing Item Cancellation

Miami-Dade Clerk of the Board | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Public Hearing item listed below, scheduled to be heard at the Miami-Dade County Board of County Commissioners Meeting on Tuesday, June 3, 2025, at 9:30 a.m., in the Commission Chambers, located on the second floor of the Stephen P. Clark Government Center, 111 N.W. First Street, Miami, Florida, 33128, has been CANCELLED.

Public Hearing - Environmental Quality Control Board (EQCB)

Regulatory and Economic Resources | Publish Date: Jun 3, 2025

NOTICE IS GIVEN that the Environmental Quality Control Board (EQCB) will hold a public hearing on Thursday, June 12, 2025 at 1:30pm in the second floor training room of the Overtown Transit Village Building, 701 NW 1st Court, Florida, 33136.

2025-06-17-nbv-commission-m
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01 - North Bay Villa... 01 - North Bay Villa... 02 - North Bay Villa... 03 - North Bay Villa... 05 - North Bay Villa... 08 - North Bay Villa... 10 - North Bay Villa... 10 - North Bay Villa... All Bookmarks
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NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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Ask AI Assistant Summarize this document
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6/5/2025

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Discussion on the Shoma North Bay Village, LLC Development Agreement - Village Manager Frank Rollason

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RECOMMENDATION

It is requested that the Village Commission provide direction to the Village Manager and Village Attorney on a potential amendment to the Development Agreement.

BACKGROUND AND ANALYSIS

On November 7, 2023, the Village Commission adopted Resolution No. 2023-143 approving a new site plan for the property located at 1872 79th Street Causeway (the "Property"). The site plan provides for a mixed-use development project at the Property, consisting substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces. That same evening, the Commission adopted Ordinance No. 2023-014 approving a Special Area Plan for the Property. In addition, the Commission adopted Resolution No. 2023-144 approving a development agreement with the Property's developer, Shoma North Bay Village, LLC ("Shoma").

Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request. Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan. In order to develop the Project, Shoma requested and the Village approved a modification of the previously approved Special Area Plan (SAP) and to amend and restate an earlier development agreement.

As a condition of approval of the site plan for the referenced project and in accordance with Section 8.13 of the Village's ULDC, the Village and Developer entered into a Development Agreement that memorializes density bonus requirements, building area in the Project, and other requirements.

On March 5, 2024, following the Village's adoption of various legislation related to the Property on November 7, 2023, the Village and Shoma entered into a Development Agreement, which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673 (the "Development Agreement").

On November 20, 2024, the Village notified Shoma that Shoma was in default of the terms of the Development Agreement for failure to pay a $493,500 Workforce Housing payment.

On February 21, 2025, the Village sent formal notice to Shoma advising Shoma of the continued default of the Development Agreement and the Village's intent to terminate unless the default is cured.

On March 6, 2025, Shoma cured the default by paying the $493,500 Workforce Housing payment.

As we have previously discussed, Sections 7(a) and 7(c) of the Development Agreement provide for a substantial 50% reduction to certain development fees and contributions so long as a shell building permit was obtained and vertical construction of the Project commenced by November 16, 2024. Neither of those occurred, so the reduction was lost. The resulting balances of those fees are now due prior to issuance of any building permit on the Property, as follows:

1. Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000)
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required agreement to provide 34 workforce housing dwelling units on the property (for a total Workforce Housing Payment of $4,794,000).

Additionally, Shoma owes a separate $400,000 payment as a contribution to Village Hall development, which is due on or before obtaining the building permit.

To date, no further building permits have been issued for the Property and the Village and Shoma have engaged in various communications to discuss a potential solution.

On May 20, 2025, in an effort to see the approved Project come to fruition and maintain development incentives for expedited construction, the North Bay Village Commission discussed the status of the Development Agreement and directed staff to convey an offer to Shoma related to the Development Agreement. The May 2025 offer (which was conveyed on May 30, 2025) provides that the payments that would be due pursuant to Sections 7(a) and 7(c) of the Development Agreement (totaling $5,177,000) would be reduced to a total of $1,500,000. The offer was conditioned upon Shoma confirming and providing evidence satisfactory to the Village that it has 1) obtained a construction loan for the Project and 2) a current agreement with Publix for inclusion of a Publix grocery store on the Property.

On June 4, 2025, Shoma responded to the Village's May 2025 offer. Shoma agreed to payment of $1,500,000 with $750,000 being paid one year after the issuance of the Master

Building Permit and the remaining $750,000 being paid upon issuance of the final certificate of occupancy for the Project. Shoma represented that it has obtained a construction loan commitment, but did not provide evidence to support this representation. Shoma further provided a copy of a recorded Memorandum of Lease between Shoma and Public for a grocery store at the Project.

On June 17, 2025, the Village Commission may discuss the status of the Development Agreement and continue discussions regarding the payments due under Sections 7(a) and 7(c) of the Development Agreement. In anticipation of the June 17, 2025 discussion, the Village has requested that Shoma provide a tenant estoppel from Publix certifying that the lease is in effect and confirming the outside day by which improvements must be completed. In addition, the Village is seeking additional assurances with respect to Shoma's construction financing. Additional information on these matters will be provided as it becomes available.

It is requested that the Village Commission provide direction to the Village Manager and Village Attorney on a potential amendment to the Development Agreement to address these matters.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
1850-1872 Kennedy Causeway - Development Agreement.pdf
25.02.21. Notice of Default to - 1872 79th Street Causeway.PDF
25.03.11. Shoma Response to Default Notice.pdf
25.03.18. Reply to Shoma's Response.pdf
25.04.25. Shoma Offer.pdf
25.05.30. NBV Letter to Shoma.pdf
25.06.03. Shoma Ltr to H. Sera.pdf
Shoma ltr to H. Sera 4.4.25...pdf

CFN 2024R0181197
OR BK 34126 Pgs 673-713 (41Pgs)
RECORDED 03/08/2024 10:51:24
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 5th day of March, 2024, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, On March 23, 2021, the Village Commission approved a site plan by Resolution No. 2021-46 (the "Original Approval"), which provided for a mixed-use development project named "SHOMA Bay" consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities, (the "Initial Project"); and

WHEREAS, The Developer and Village previously entered into a Development Agreement for the Initial Project which is recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County; and (the "Original Development Agreement"); and

WHEREAS, the Developer and the Village mutually desire to modify the Original Approval according to the modified site plan approved by Resolution No. 2023-143 on November 9, 2023 (the "Approval Resolution"), to allow for a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, and a high end food bazaar which will be open to the public, and 750 parking spaces in a structured garage (the "Project"); and

WHEREAS, the Developer and the Village desire to amend the Original Development Agreement and enter into this Agreement to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 and Chapter 15 of the Village's Unified Land Development Code (the "ULDC").

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated

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herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

a. "Approval Resolution" is defined as Resolution No. 2023-143 adopted on November 9, 2023, attached hereto as Exhibit "B."

b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

c. " Site Plan" is that Development plan prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

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i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land. "Land Development Regulations" does not include operational requirements and restrictions, including but not limited construction activity, noise, parking, or pollutant discharges,

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as herein defined.

n. "Project" means the development approved pursuant to the Project Approval, as may be modified consistent with applicable Land Development Regulations.

o. "Project Approval" is defined in Section 5 of this Agreement.

p. "Project Validity Period" is defined in Section 7(e)."

q. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

s. "SAP Approval" is that certain Special Area Plan approved pursuant to Ordinance No. 2023-014, on November 9, 2023, by the Village Commission, attached hereto as Exhibit "C."

t. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio

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service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida, by the Village at the Developer's expense, and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"). This Agreement shall be automatically extended by extensions of the Project Approval.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires, terminated, or revoked as provided in Section 7.f of this Agreement, this Agreement shall automatically terminate, and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan pursuant to the Approval Resolution, a copy of which is attached as Exhibit "B." The SAP Approval sets forth the binding development criteria for the Property, a copy of which is attached as Exhibit "C" (collectively, the Site Plan, the Approval Resolution, and the SAP Approval constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations, subject to compliance with the conditions herein. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications), and the applicable provisions of the Comprehensive Plan.

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6. Project Approval.

a. The Project shall be in conformance with the following:

- Boundary Survey prepared by Pulice Land Surveyors, LLC, dated April 21, 2023; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

- CS, dated April 28, 2023
- A-0. SP-1, dated April 28, 2023
- A-2.1–A-2.24, dated April 28, 2023;
- A-3.1–A-3.4, dated April 28, 2023;
- A-4.1-A.4.7, dated April 28, 2023;
- RE-1-RE-2, dated April 28, 2023;
- C-1 - C-12, dated April 28, 2023; and
- L1–L6, dated April 28, 2023.

7. Conditions of Approval.

a. Community Contribution Fee.

- Based on the date of the Approval Resolution and on commitments made by the Developer as to timing of the construction of the Project, and as modified by the Commission pursuant to Resolution No. 2021-010, the Developer shall pay a total community contribution fee of $1,370,000, provided a shell building permit is obtained and vertical construction of the Project commences on or before November 15, 2024, as follows:

Installment	When Due	Percent of Total	Amount Due
1	February 28, 2024	25%	$342,500.00
2	May 30, 2024	25%	$342,500.00
3	August 31, 2024	50%	$685,000.00
Total[1]		100%	$1,370,000.00

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then the remaining balance of the Community Contribution Fee that would have been due $1,370,000,(for a total Community Contribution Fee payment of $2,740,000) prior to obtaining any building permit on the Property.

b. Parking.

- A total of 506 spaces are required for the various uses. The Project

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shall provide 750 parking spaces that include 15 electric vehicle ready spaces, 17 ADA spaces, and 69 bicycle rack parking spaces as set forth on sheet A-0.SP-1 of the Project Approval plans.

- Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking:
    - Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end-user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.
    - Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7(b). In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five-percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent (1.5%) per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees, if any.

c. Payment in Lieu of Workforce Housing Pursuant to its authority under Ordinance No. 2023-012, the Village Commission has modified the amount due for the payment in lieu of workforce housing for the 34 dwelling units

based on commitments made by the Developer as to timing of the construction of the Project. Accordingly, the Developer shall pay $987,000, provided a shell building permit is obtained and vertical construction of the Project commences on or before November 15, 2024, as follows:

Installment	When Due	Percent of Total	Amount Due
1	February 28, 2024	25%	$246,750.00
2	May 30, 2024	25%	$246,750.00
3	August 31, 2024	50%	$493,500.00
Total[1]		100%	$987,000.00

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property, or, alternatively, the Developer will have entered into the required agreement to provide 34 workforce housing dwelling units.

d. Village Hall Contribution. The Developer shall make a contribution to the construction of Village Hall in the amount of $400,00.00 on or before the issuance of the first building permit in furtherance of the Project.

e. External Agency Approvals:

- The Developer shall submit verification from Miami-Dade County and the Florida Department of Transportation (FDOT) that the proposed new development has been reviewed and approved for all access management considerations.
- As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

f. Infrastructure/Drainage

- The Developer shall provide documentation of compliance with all applicable Level of Service requirements at the time of application for any building permit.
- Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

- Along with drainage calculations, prior to Master Building Permit approval, the Developer shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Project's Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
- To the extent the Property's area allows under generally accepted engineering standards, Developer shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

g. General Conditions

- The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals may be granted, subject to approval by the Village Commission based upon a finding that Developer has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). Developer shall apply for and obtain a full Master Building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period. If the Project Approval expires, this Agreement shall automatically terminate.
- Developer's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d.
- Once issued, Developers shall maintain the Master Building Permit in active standing as determined by the Building Official throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit, or (2) following the Project Validity Period, the Master Building Permit expires for lack of progress or is otherwise revoked by the Building Official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d.
- Cost recovery fees must be paid pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the Property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property

(including fees related to any previous development proposal applications on the Property), have been paid in full.

- The Village hereby agrees to diligently proceed with the processing of any building permit applications submitted by the Developer for the Project and, to the extent feasible, expedite the issuance of the necessary Village permits for the Project.

h. Prior to issuance of the Master Building Permit, Developer shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation. The Developer shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

i. The Developer shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet wide.

j. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

k *Public Facilities*

- Complete Streets – 79th Street Causeway. Prior to issuance of the Certificate of Occupancy, Developers shall improve the portion of 79th Street Causeway adjacent to the Property in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."
- Developer shall study access to the Property from Westbound traffic on 79th Street Causeway to address queuing length on left turn lanes at East Treasure Drive and at the approximate midpoint of the Property. The study shall be submitted to the Village and FDOT prior to the issuance of the Master Building Permit. If either FDOT's or the Village's review of the study results in a determination that modifications are required, Developer shall permit and install modifications to extending queuing length prior to the Certificate of Occupancy.
- The Developer shall plant Royal Palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to

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be installed by the Village on Kennedy Causeway.

- Prior to the first building permit for the Project, the Developer shall provide a pedestrian ingress and egress easement between the public right-of-way and a new bus shelter (bus shelter to be constructed by the Village) on the Developer's property, acceptable to the Village Manager.
- The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity, subject to FDOT approval.
- Public Plaza. The Project includes a public plaza civic space. The Developer shall install permanent bollards along the perimeter of each public plaza to protect users of the plaza from vehicles on adjacent rights-of-way.

l Other

- Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.
- Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to "North Bay Village," and/or "NBV," and/or "The Heart of the Bay" and/or "North Bay" and/or "Treasure Island".
- Local Hiring.
    - Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.
    - Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.
- In connection with crane overswings over public property:
    - The Developer shall further limit overswings to necessary weathervaning only, and shall in no event allow its contractor to carry live loads over any portion of public property.

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- Insurance. Developer will provide a Commercial General Liability insurance policy naming the Village as an additional insured party, with a single combined limit, including any umbrella or excess commercial policy, with a broad form commercial general liability endorsement applicable to the real property and its appurtenances, on an occurrence basis in an amount of not less than $5,000,000 per occurrence and $30,000,000 umbrella, which shall include insurance for personal injury, death or property damage occurring upon, in or about public Property. Developer shall cause its Contractor, or any party performing work within the Property to carry comparable insurance naming the Village as an additional insured party.
- Indemnification. Developer hereby covenants and agrees to indemnify, hold harmless, and defend the Village, including its Mayor, Vice Mayor, Commissioners, City Officials, contractors, and staff (collectively "Village Indemnitees"), from and against liability, losses, or damages, including reasonable attorneys' fees and costs of defense, which Village Indemnitees may incur as a result of third-party claims, actions, causes of action, suits, lawsuits, debts, liabilities, damages, expenses judgments, and demands whatsoever, in law or in equity, arising out of or in connection with the development and construction of the Projects by or on behalf of the Developer ("Village Indemnified Claims").

m. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing commitments shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

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e. Certificates of occupancy; and

f. Any other official action of the Village, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the Property consistent with the Project Approval. Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Developer, in such instance.

10. Impact Fees.

a. The Developer shall pre-pay a portion of the parks and police impact fees, totaling $953,931.00, on or before April 1, 2024. The sum paid shall be credited towards impact fees owed (when due) for police and parks. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 10(a) that may be credited towards police and parks impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 10.a. As set forth in Exhibit "D", the remaining impact fees that will be due for the Project

at building permit, after the pre-paid impact fees are credited, are estimated at $1,699,410.81.

b. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "D." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "D" will apply to the development of the Project. No new impact fees or increases to impact fees over and above the impact fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Building Permit Fees. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

12. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7(g) of this Agreement and is maintained in active status until certificates of use and

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occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a Master Building Permit, pursuant to Section 7(g) of this Agreement, shall result in automatic revocation of the Project Approval and automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

13. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

14. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

15. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2023) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Developer or Village.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor

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North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

17. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

19. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, or release has been approved by the Village after public hearing.

20. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The

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FLORIDA

provisions of this section shall survive the termination of this Agreement. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.**

21. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

22. Original Development Agreement Replaced. This Agreement replaces and supersedes in its entirety the Original Development Agreement previously entered into and recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In the presence of:

Witness #1 Print Name: Leo Cosio
1666 Kennedy Cswy North Bay Village, FL 33141

Witness #2 Print Name: Julie Leonardi
1666 Kennedy Cswy North Bay Village, FL 33141

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 11 day of January, 2024.

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of January, 2024, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

_____
Notary Public (Print, Stamp, or Type as Commissioned)

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

CIRCUIT AND COUNTY COURTS
MIAMI-DADE COUNTY, FLORIDA

ACTIVE:13167250.8

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC,
a Florida Limited Liability Company:

Witness #1 Print Name: Mariela Chagas
Address: 3615 NE 22nd Ave

Print Name: MASOUD SHOJAEE
Title: Manager
Dated this 5 day of March, 2024.

Witness #2 Print Name: Annette Hernandez
Address: 201 Sevilla Ave #330

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of March, 2024, by Masoud Shojaee, as of Shoma North Bay Village, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public (Print, Stamp, or Type as Commissioned)

NOTARY PUBLIC STATE OF FLORIDA
ANGELA SUAREZ
MY COMMISSION # HH 208444
EXPIRES: April 15, 2026

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

ACTIVE:13167250.8

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

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EXHIBIT "B"
SITE PLAN APPROVAL

RESOLUTION NO. 2023-143

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RESOLUTION NO. 2023- 143

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2021, by Resolution 2021-046 (attached as Exhibit "A"), the Mayor and Commission of North Bay Village granted approval pursuant to Sec. 5.8 and Chapter 15 of the North Bay Village Unified Land Development Code (the "ULDC") for a site plan involving a mixed-use project (the "Project") on an approximately 2.8-acre site, previously identified by Folios No. 23-3209-000-0250; 23-3209-000-0251; 23-3209-000-0253; 23-3209-000-0260, located at 1850-1875 79th Street Causeway (Kennedy Causeway); and

WHEREAS, the Project consisted of a 24-story, 205-foot-7-inch building, containing 333 for-rent residential units; a 36,068-square-foot supermarket; 6,315 square feet of additional retail space; 716 parking spaces; and other amenities; and

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WHEREAS, Shoma North Bay Village, LLC ("the "Applicant") has submitted an application seeking approval to modify the previously approved Project for the same location (now integrated under a single folio through unity of title recorded in the Public Records of Miami-Dade County), as legally described in Exhibit "B," "Legal Description" attached hereto (the "Property"); and

WHEREAS, with the proposed modifications, the Project will consist of a 253-feet-10-inch building encompassing 333 for-sale residential units along with complementary resident amenities; approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space; along with 750 parking spaces in structured parking; and

WHEREAS, the proposed modifications exceed thresholds established in Sec. 5.9 of the ULDC to qualify for an administrative approval of site plan modification and therefore require review as a new site plan under the provisions of Sec. 5.8 of the ULDC; and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "C"; and

WHEREAS, the Project is to be constructed in the "South Kennedy Special Area Plan" ("SK SAP"), which has been approved by Ordinance No. 2023-014, on the south side of Kennedy Causeway, which SK SAP encourages mixed-use developments, with a maximum building height of 24 stories or 240 feet and a base density of 70 units per acre, and provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of the Property set forth in "Appendix B, South Kennedy Special Area Plan"; and

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WHEREAS, density bonuses to exceed the base density of 70 units per acre, are approvable by the Commission pursuant to Sec. 8.10.1, adopted via Ordinance No. 2022-013, and Sec. 8.12.5, upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village;

WHEREAS, the Applicant is seeking a density of 120 units per acre to reach the proposed total number of residential units; and

WHEREAS, the workforce housing requirements for the density increase set forth in Sec. 8.10.1 of the ULDC, as amended, applies to for-sale projects and may be satisfied through on-site provision of workforce housing, or through a payment in lieu of workforce housing; and

WHEREAS, pursuant to Sec, 8.10.1 of the ULDC, a payment in lieu of workforce housing may be reduced by the Commission through a Development Agreement if it determines that the timing and extent of the public benefits provided in connection with the project that are enjoyable collectively by all Village residents outweighs the potential benefit to the segment of the Village population provided by the contributions in lieu of workforce housing set forth Sec. 8.10.1 of the ULDC; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the SK SAP, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the conditions herein; and

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WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-144, which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on November 9, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not consistent] with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a mixed-use development Project consisting of 333 residential units along with complementary resident amenities; a 35,316 square-foot grocery store; a 1,400 square-foot liquor store; a 11,923 square-foot food hall; and 2,538 square feet of additional retail space, as well as 750 parking spaces in structured parking

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(as shown in Exhibit "C"), is hereby [approved/denied/approved subject to the following conditions]:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). A request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.
2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. Cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and payments, and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden
      4) Sheet L-5: Landscape Plan – Pool Deck

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5) Sheets L-6: Landscape Details
6) Sheet TD-1: Tree Disposition Plan
7) Sheet HS-1: Hardscape Plan – Ground Level
8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
1) Sheet C-1.0: General Notes
2) Sheet C-2.0: Civil Site Plans
3) Sheet C-3.0: Pavement Details
4) Sheet C-4.0: Water Distribution Plan
5) Sheet C-5.0: Sewer Distribution Plan
6) Sheet C-6.0: Water and Sewer Details
7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
8) Sheet C-9.0: Grading and Drainage Plan
9) Sheet C-10.0: Drainage Details
10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 10 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. Pursuant to Sec. 8.10.1 of the ULDC, as amended, the Applicant may elect to make a contribution in lieu of on-site provision of workforce housing.

Landscape and Public Realm:

1. Pursuant to the landscape plans, at least seven percent (7%) of the aggregate lot area, or approximately 6,691 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.

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2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the "Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.
3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
7. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
11. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

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CLERK
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MIAMI-DADE COUNTY, FLORIDA

2. All existing and proposed utility easements, water and sewer mains, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.
4. A fire flow test shall be conducted to verify the availability of required fire flow.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, as well as drainage calculations for 10-, 25- and 100-year storms.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. The Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.

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MIAMI-DADE COUNTY, FLORIDA

6. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.
9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.

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Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 9th day of November 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "B"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "C"
SAP APPROVAL

ORDINANCE NO. 2023-014



ACTIVE:13167250.8

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., Section 15.2.G. of the Form-Based Code allows parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design

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elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Shoma North Bay Village, LLC, ("Shoma NBV") is the owner of approximately 2.8 acres of real property (the "Property") which are legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; and

WHEREAS, Shoma NBV has applied for:

1) a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" ("SK SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix B to Chapter 15 South Kennedy Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" and the proposed Appendix B to Chapter 15 (also known as the "SK SAP"), and determined that the rezoning and proposed Appendix B to Chapter 15 satisfy the conditions of Sections 4.2 and 4.17 of Chapter 4 and Section 15.2.G of the Village Code, and recommends approval of the rezoning and the proposed Appendix B to Chapter 15 with conditions; and

WHEREAS, on July 27, 2023, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance;

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MIAMI-DADE COUNTY, FLORIDA

found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on November 9, 2023; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 2.8 acres (121,914 sq. ft.) from "T6-24" Transect Zones to "South Kennedy Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix B to Chapter 15" or the "South Kennedy Special Area Plan," which shall apply to the Property zoned "South Kennedy Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be

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renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix B, which is attached hereto as Exhibit "C", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the 12th day of September, 2023.

PASSED AND ADOPTED on second reading on the 9th day of November, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

First Reading:
Moved By: Commissioner Goran Cuk
Seconded By: Vice Mayor Richard Chervony

Second Reading:
Moved By: Vice Mayor Richard Chervony
Seconded By: Commissioner Rachel Streitfeld

Vote on Final Adoption:

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes



Exhibit "A"
LEGAL DESCRIPTION

Address: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "D"

SHOMA NORTH BAY VILLAGE IMPACT FEES

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OR Bk 32345 Pg 2135

IMPACT FEE CALCULATION - SHOMA NORTH BAY VILLAGE, LLC (1850-1875 79TH STREET CAUSEWAY)

Function	Per ERC[1] Fee	Residential units: 333	Retail Square Footage: 52,929	Office: 0 SF	Administrative Charge (%)	Administrative Charge ($)	Subtotal per Service ($)
Police - MF	$ 772.60	$ 257,276			7.50%	$ 19,296	$ 276,571
Police - Retail	$ 1,253.46		$ 66		7.50%	$ 5	$ 71
Park Open Space Fee	$ 851.00	$ 283,383			7.50%	$ 21,254	$ 304,637
Park Improvement Fee	$ 1,041.00	$ 346,653			7.50%	$ 25,999	$ 372,652
Existing Wastewater Line Improvement *	$ 934.16	$ 622,151	$ 7,063		7.50%	$ 47,191	$ 676,405
Wastewater Line Replacement *	$ 1,401.24	$ 933,226	$ 10,595		7.50%	$ 70,787	$ 1,014,608
Water Impact Fee (by Meter Size) **	$ 1,302.00	$ 7,812			7.50%	$ 586	$ 8,398
Subtotals		**$ 2,450,500**	**$ 17,725**	$ -		**$ 185,117**	
Total for Shoma Project							**$ 2,653,341.81**

Based on North Bay Village Impact Fee Tables 2012-2036

(1) Equivalent residential connection

* Apts equal 2 ERC's

** Assumes 2 2-in meters, but number and size of meters must be provided by architect/engineer of record

Applicable Code Sections

Sec. 39.05 (Police)

Sec. 51.11 (Water)

Sec. 52.18 (Sewer)

Sec. 151.100 (Parks and Recreation)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on MAR 0 8 2024 day of AD 20
WITNESS my hand and Official Seal.
Clerk of Circuit and County Courts
By D.C.
Tosca Whitfield #212817

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST MIAMI-DADE COUNTY, FLORIDA

WEISS SEROTA
HELFMAN COLE + BIERMAN

HAYDEE SERA, PARTNER
HSera@wsh-law.com

February 21, 2025

Via Federal Express Overnight Mail Tracking No. 772235293402 and email (mshojaee@shomagroup.com)
Masoud Shoajaee
Shoma North Bay Village, LLC
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

Copy Via Federal Express Overnight Mail Tracking No. 772235932097 and email (mgarcia-serra@gunster.com)
Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Re: Notice of Default of Development Agreement
1872 79th Street Causeway (the "Property")

Dear Mr. Shoajaee (with copy to Mr. Garcia-Serra):

As you know, our firm represents North Bay Village, Florida (the "Village"). On March 5, 2024, following the Village's adoption of various legislation related to the Property on November 7, 2023, the Village and Shoma North Bay Village, LLC ("Shoma") entered into a Development Agreement, which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673 (the "Development Agreement").

On November 20, 2024, we notified you that the $493,500 partial Payment in Lieu of Workforce Housing that was to be made on August 31, 2024 was not received by the Village. To date, the Village has still not received the payment, despite various assurances that the "check is in the mail."

Given previous instances of delayed payment under the Development Agreement, and the fact that the Village provided an invoice and various communications to remind you of the obligation, the Village considers this to be material noncompliance with the Development Agreement. This determination has been previously communicated to you.

Please consider this the Village's formal demand for this payment and notice of the Village's intent to terminate the Development Agreement and revoke the Project Approval under Section 13 of the Development Agreement if the material noncompliance is not immediately cured. Accordingly, please arrange for immediate payment of the $493,500 partial Payment in Lieu of Workforce Housing.

Additionally, as we previously notified you, a shell building permit was not obtained and vertical construction of the Project did not commence by November 16, 2024. As a result, Sections 7.a and 7.c of the Development Agreement require the following prior to issuance of any building permit:

1. Payment of a Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000); and
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required agreement to provide 34 workforce housing dwelling units on the property.

Finally, please be aware that Section 7.d provides for a $400,000 payment at building permit.

Your attention is directed to Section 13 of the Development Agreement which provides:

> In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of the Project Approval, the Village may revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

Be advised that the Village Commission intends to review the status of the Development Agreement at its March 18, 2025 meeting.

Should you have any questions or concerns, please do not hesitate to contact me at 305-854-0800 or hsera@wsh-law.com.

Sincerely,



Haydee Sera
Village Attorney

cc: Frank Rollason, Village Manager
Tony Recio, Village Attorney
Mayor and Commission

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

March 11, 2025

VIA OVERNIGHT MAIL & EMAIL

Frank Rollason Village Manager 1666 Kennedy Causeway 3rd Floor North Bay Village, FL 33141 villagemanager@nbvillage.com	Haydee Sera Village Attorney for North Bay Village Weiss Serota Helfman Cole + Bierman 2525 Ponce de Leon Blvd., Suite 700 Coral Gables, FL 33134 Hsera@wsh-law.com

Re: Response to Notice of Default of Development Agreement
1872 79th Street Causeway / Shoma Bay

Mr. Rollason and Ms. Sera,

As you may be aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). This correspondence shall serve as a response to the Notice of Default issued by North Bay Village (the "Village") dated February 21, 2025 ("Default Letter") regarding the Development Agreement recorded at Official Records Book 34126, Page 673 of the Public Records of Miami-Dade County (the "Agreement"). Any capitalized terms used herein, and not specifically defined herein, shall have the same meaning as any defined terms in the Agreement or the Default Letter. All further correspondence regarding this matter should be directed to the undersigned. Nothing in this letter shall be seen as a waiver or relinquishment of any rights or defenses in accordance with the terms of the Agreement.

To begin, as we (Ms. Sera and myself) have discussed, my client is interested in moving forward with this Project (which has already commenced construction), and maintaining a positive working relationship with the Village. However, the Default Letter seems to indicate a desire to the opposite. Nevertheless, this correspondence shall address the issues in the Default Letter in an attempt to put said issues "to bed," and hopefully move forward with a positive working relationship, which will be necessary to complete the Project that will yield very significant public benefits for the Village.

Partial Payment in Lieu of Workforce Housing

As it pertains to the partial Payment in Lieu of Workforce Housing pursuant to Article 7(c), said payment has been made. Shoma has satisfied its obligation under Section 7(c) of the Agreement by remitting the $493,500 payment, and this should no longer be an issue with the Village or the Agreement. See the receipt from the Village attached hereto an incorporated herein as "**Exhibit A**." Accordingly, this matter is resolved.

Community Contribution Fee and Payment in Lieu of Workforce Housing Adjustment

The Default Notice next discusses Sections 7(a) and 7(c), and the Village's attempt to require additional amounts for the Community Contribution Fee and the Payment in Lieu of Workforce Housing. Contrary to the assertions in the Default Letter, Shoma has obtained a valid shell permit for the Project (by way of its foundation permit) and has commenced vertical construction, which includes the installation of several vertical piles at the Project. The issued foundation permit allows for construction (at minimum) of vertical elements, and work has progressed accordingly.

To explain Shoma's position, while the Agreement refers to a "shell building permit" in Sections 7(a) and 7(c), it does not define that term. The Village and the Default Letter seem to misconstrue this use of "shell building permit" to exclusively refer to a final/complete building permit. This is critically important to this analysis, as the Agreement separately utilizes and addresses different permits throughout the Agreement. To this point, in Sections 7(a) and 7(c), the Parties used specific terms and conditions. In other words, if the parties had intended to equate "shell building permit" with the final building permit or Master Building Permit, they would have done so explicitly and used such a description or term.

Instead, the conditions of a "shell building permit" and vertical construction were used. Interpreting these conditions, as used in Section 7(a) and 7(c), to mean or require more than the permit pursuant to which Shoma is currently conducting work on site is inconsistent with the Agreement's plain language and structure, and must be rejected under basic principles of Florida contract interpretation. In fact, the very paragraph relied upon by the Village contradicts its own position. Sections 7(a) and 7(c) provide, in part, as follows:

Section 7(a)

[1] The above total reflects an adjustment of the Community Contribution Fee by the Village Commission pursuant to Commission authority set forth in Resolution No. 2021-010 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then the remaining balance of the Community Contribution Fee that would have been due $1,370,000,(for a total Community Contribution Fee payment of $2,740,000) prior to obtaining any building permit on the Property.

Section 7(c)

[1] The above total reflects an adjustment of the Payment in Lieu of Workforce Housing by the Village Commission pursuant to Commission authority set forth in Ordinance No. 2023-012 based on commitments made by the Developer as to timing of the construction of the Project. If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then an additional payment of $3,807,000.00, shall be paid by the Developer prior to obtaining any building permit on the Property, or, alternatively, the Developer will have entered into the required agreement to provide 34 workforce housing dwelling units.

The language clearly states that if a "shell building permit has not been obtained and vertical construction of the Project has not commenced by November 16, 2024, ***then*** [an additional payment is due] ***prior to obtaining any building permit on the Property.***" (emphasis added). How can one obtain a shell building permit and commence vertical construction "prior to" the issuance of any building permit, if the "*shell* building permit" was meant to mean the same thing as "*any* building permit?" Why would the same provision use different terms if what it really meant to use was the 'final building permit' or Master Building Permit? In fact, the defined term "Master Building Permit" is used throughout the Agreement, as opposed to "shell building permit" with vertical construction. See Sections 7(f), 7(h), 7(k) and 12 of the Agreement. Reading the language as the Village would see fit frustrates the purpose of the Agreement and is clearly not what was intended.

In reality, it is difficult for the Village to argue that a foundation is not part of a shell, nor that vertical construction elements have not started.[1] Therefore, Shoma's obtaining of the foundation permit and the vertical construction that has commenced not only satisfies the terms of the Agreement for Section 7(a) and 7(c), but also makes sense in the plain reading of the Agreement. There is no need to cite the myriad of cases in Florida adhering to the 'plain language rule,' wherein the Courts will give words their plain, ordinary and common meaning unless otherwise defined. Furthermore, Florida Courts routinely consider the entirety of a contract when interpreting its terms, rather than focusing solely on individual provisions. With this framework in mind, the plain and ordinary meaning of the words "shell building permit" and "vertical construction" will undoubtedly weigh in favor of Shoma's position discussed above.

Village's Delays

The Default Letter also seems to overlook the involvement (or lack thereof) the Village has in any sort of alleged delay in achieving development milestones. As we (Ms. Sera and myself) have discussed, the Village has contributed to delays in Shoma's ability to obtain the final building permit. As a singular specific example, I have shared correspondence where the Miami-Dade Department of Environmental Resources Management ("DERM") and Miami-Dade Water and Sewer Department ("WASD") have raised issues with the Village's own public works department utility letters and utilities' location descriptions. This caused confusion and delays in obtaining WASD and DERM approvals, ultimately delaying the ability to obtain the final building permit. Additionally, Shoma has learned that there was a moratorium implemented by DERM for rehabilitation work associated with pump stations surrounding the Project, requiring the village to perform rehabilitative work before DERM's sewer moratorium would be lifted. To the extent this affected the Project, it would have been impossible to have a final building permit issued.

Conclusion

In conclusion, Shoma has satisfied all conditions necessary to maintain its entitlements,

[1] It should also be noted that Shoma has obtained other permits and is moving forward under those permits, such as the crane foundation permit that was recently issued. Again, this is further indication of the Parties' intentions in the Agreement, as discussed herein.

including the reduced fee structure outlined in Section 7. As such, the citation to Section 13 of the Agreement in the Default Letter is factually incorrect and legally unsupportable. Please note, the Village's threat to terminate the Agreement or withhold permitting is not only improper, but will be contested vigorously. Shoma has already commenced vertical construction, is on the verge of having the Master Building Permit issued, and is well on its way to completing this transformative project. Any action by the Village to terminate the Agreement, interfere with Shoma's vested development rights, or to otherwise impede or delay permitting activity without valid legal cause will be immediately challenged. Such action would constitute a clear breach of the Village's obligations under the Agreement and could give rise to substantial claims for contractual damages, injunctive relief, and attorneys' fees, as expressly contemplated in Section 20 of the Agreement and Florida law. Shoma has relied on its vested rights and the Village's express contractual commitments to move forward in good faith with the development of this transformative project. Threats of termination or obstruction in the permitting process jeopardize the Village's credibility, undermine public-private collaboration, and expose the Village to substantial legal risk.

Shoma expressly reserves all rights, claims, and defenses under the Agreement, applicable Florida law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion contained in the Village's Notice of Default. We respectfully request that the Village promptly withdraw the Notice of Default and confirm, in writing, that the Village intends to proceed accordingly.

As always, should you wish to discuss anything discussed in this correspondence, please feel free to reach out to me. Once again, Shoma is desirous of amicably moving forward with the Project and forging a lasting relationship with the Village.

Sincerely,

UTRERA LAW

/s/ *Christopher M. Utrera*
CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

Enc.

CVFG@GR ?

North Bay Village
1666 Kennedy Causeway, 300
North Bay Village, FL 33141
Phone: 305/756-7171
Fax: 305/756-7722

Billed To: SHOMA NBV, LLC

Email:

MGarcia-serra@gunster.com

MShojaee@shomagroup.com

Account # : **SEE CODES**

ITEM DESCRIPTION	UNITS	PI
WKFHF - Workforce Housing Fee	1.00	493,:

TOTAL THIS INVOICE $493,500.00

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

DATE : 3/6/2025 9:07 AM
OPER : RZ
TKBY : RZ
TERM : 2
REC# : 00091693

WKFHF WORKFORCE HOUSING FEES 493500.00
WORKFORCE HOUSING FEE - SHOMA NORTH BAY
WORKFORCE HOUSING FEES 493500.00
001-00-329-3297 -493500.00

Paid By:SHOMA NORTH BAY VILLAGE, LLC
2-CK 493500.00 REF:743

APPLIED 493500.00
TENDERED 493500.00

CHANGE 0.00

For questions, contact Finance Department at: 305/756-7171

REMIT TO:

North Bay Village
1666 Kennedy Causeway
North Bay Village, FL 33141

A copy of this invoice should accompany your check. Thank you!

1666 Kennedy Causeway, 3rd Floor
REC#: 00091693 3/6/2025 9:07 AM
TRAN: WKFHF WORKFORCE HOUSING FEES
OPER: RZ TERM: 2
TKBY : RZ

WORKFORCE HOUSING FEE - SHOMA NORTH BAY
WORKFORCE HOUSING FEES 493500.00
001-00-329-3297 -493500.00

Paid By:SHOMA NORTH BAY VILLAGE, LLC
2-CK 493500.00 REF:743

APPLIED 493500.00
TENDERED 493500.00

CHANGE 0.00

WEISS SEROTA
HELFMAN COLE + BIERMAN

TONY RECIO, PARTNER
trecio@wsh-law.com

March 18, 2025

Via email only (CMU@utreralaw.com)
Christopher M. Utrera, Esq.
Utrera Law
9250 SW 45 Terrace
Miami, FL 33165

Re: Reply to Shoma's Response to Village's Notice of Default of Development Agreement
1872 79th Street Causeway (the "Property")

Dear Mr. Utrera:

We are in receipt of your March 11, 2025 response to the Village's February 21, 2025 Notice of Default (the "Default Notice"). We appreciate Shoma's desire to move forward with a positive working relationship. This letter confirms that the default described in the Default Notice has been cured by Shoma's payment on March 6, 2025 of the $493,500 Workforce Housing Fee which was due on August 31, 2024. Notwithstanding the late payment and consistent with the terms of the Amended and Restated Development Agreement[1] (the "Development Agreement"), prior to the issuance of any building permit, Shoma owes $5,177,000, which represents the full amount of the Community Contribution Fee and Payment In Lieu of Workforce Housing Contribution (the "Bonus Fees") that are due under the Development Agreement.

We take this opportunity to provide additional context on the history of the Project's approval and the Bonus Fees.

Background

North Bay Village approved Shoma's South Kennedy Special Area Plan (the "SK SAP") and Site Plan on November 9, 2023.[2] The base density pursuant to the SK SAP is 70 units per acre. Shoma sought a bonus approval for a density of 120 units per acre as part of its site plan. When a density bonus is approved as was done here, certain contributions are

[1] Dated March 5, 2024, and recorded in Official Records Book 34126 at Page 673 of the Public Records of Miami-Dade County, Florida. Resolution No. 2023-144 approved the Development Agreement.
[2] The Special Area Plan was approved by Ordinance No. 2023-014 and the Site Plan was approved by Resolution No. 2023-143.

required.[3] To memorialize the bonus density and other commitments, Sec.8.13 of the ULDC requires the applicant to enter into a development agreement.

The ULDC required payment of a community contribution fee[4] and on-site provision of workforce housing (or a payment in lieu of workforce housing)[5] in order to qualify for the bonus density. In order to incentivize Shoma to more quickly proceed with building the Project, the Village and Shoma negotiated the Development Agreement to include reduced community contribution fee and workforce housing payments for the density bonus, provided specific milestones were reached by a certain date.

The bonus provision of the Development Agreement was discussed at the public hearing on November 9, 2023. Your client, who was well represented by respected and experienced land use counsel, acknowledged and accepted the incentive provision at the public hearing, which was incorporated into the final Development Agreement. Of note, at the time of approval, your client was (and remains) a sophisticated and experienced real estate developer with over 30 years of experience in the industry.[6] Your client knew and understood the risks of accepting the deadlines in the bonus conditions and proceeded in spite of those risks.

As you know, Sections 7(a) and 7(c) of the Development Agreement provide for a reduction of the amount due for the bonuses your client obtained as part of its development approvals. The reduction was expressly conditioned upon obtaining a shell building permit and commencing vertical construction of the Project by November 16, 2024. If the deadline was not met, the right to pay the reduced amount was forfeited, and your client was to pay the amount that would have otherwise been due had the Village Commission not offered the reduction as an incentive for Shoma to move quickly on the Project.

As we have stated previously, your client did not meet those conditions. It neither obtained a shell building permit nor commenced vertical construction of the approved Project by November 16, 2024. Your assertions to the contrary in your letter are unpersuasive.

[3] *See* Section 8.10.1 of the Village's Unified Land Development Code ("ULDC").
[4] Pursuant to Sec. 8.10.1.E of the ULDC and the Village's Master Fee Schedule, the community contribution fee is calculated at a rate of $20,000 for each of the 137 units approved over the base density of 70 units per acre.
[5] Per Sec. 8.10.1.B of the ULDC, to exceed 70 units per acre up to 120 units per acre, 5% of the approved number of units shall be Workforce Housing. Sec. 8.10.2 of the ULDC allows for a payment in lieu of providing the Workforce Housing on-site through application of a formula. At the time of the approval, that formula resulted in a total contribution of $4,794,000 for the 34 units of workforce housing that were required.
[6] *See* https://www.shomagroup.com/people/masoud-shojaee (Last visited March 17, 2025)("Over the past 36 years, Shoma has developed more than 10,000 homes and condominiums and more than one million square feet of retail and office space with $6 billion in completed real estate transactions.")

Shell Building Permit

The term "shell building permit" was used to define a milestone that would indicate construction was proceeding, while affording your client the maximum flexibility to pursue permitting in the most efficient manner. A "master building permit"[7] includes elements beyond the shell (*e.g.*, mechanical, electrical, plumbing, interior work for habitable residential spaces, etc.) and may optionally include additional work beyond that scope, such as providing for buildout of commercial space. A "shell building permit" means a building permit that allows for construction of the shell,[8] which refers to the building envelope, but excludes the partitions interior to that envelope. In other words, the shell is the construction and materials that define the boundary between the inside and outside of the building, just as a shell in nature refers to the structure that protects what is inside (*e.g.*, a mollusk or a seed) from what is outside. Thus, the requirement for a shell building permit is for a building permit that authorizes all of the parts of the building's shell: the floor or foundation, the walls, and the structural roof. As long as a permit provided for those components, it would have qualified as a shell building permit. The master permit application submitted by Shoma in December of 2023 met that definition. Any additional work over and above permit requirements that the permit application included was at Shoma's option. However, as explained further below, Shoma did not obtain issuance of the permit by the November 2024 deadline.

You argue that a foundation permit is sufficient to meet the requirement of a shell building permit. That is incorrect. The shell is the entire assembly of components, not simply one of them. A shell and a foundation are not the same thing; a foundation is insufficient to define the inside and the outside of a building. Indeed, the Development Agreement's definition of "Master Building Permit" is defined in reference to the shell of the principal building. Extrapolating your argument would suggest that a master building permit was obtained once Shoma obtained a foundation permit for the principal building. That is clearly not the case.

[7] In a further attempt to provide Shoma with maximum flexibility, the Development Agreement defines "master building permit" as a permit "for above-grade vertical construction of the shell of the principal building . . ."

[8] While the term "shell" is not defined in the Development Agreement, Black's Law Dictionary, or the Florida Building Code, Merriam-Webster defines a shell as (among other less relevant meanings):

1. a hard rigid usually largely calcareous covering or support of an animal
2. the hard or tough often thin outer covering of an egg (as of a bird or reptile)
3. the covering or outside part of a fruit or seed especially when hard or fibrous
4. shell material (as of mollusks or turtles) or their substance
5. a framework or exterior structure
6. an external case or outside covering

See Merriam-Webster Dictionary (2025)(https://www.merriam-webster.com/dictionary/shell#:~:text=%3A%20a%20framework%20or%20exterior%20structure,external%20case%20or%20outside%20covering) (last visited March 17, 2025).

Condition and Result

Your other argument maintains that the Development Agreement's reference to "any building permit" as a descriptor of the timing of the resulting payments due is somehow inconsistent with the preceding condition requiring the permit and vertical construction prior to a certain date. This is simply an attempt to confuse the record and create an ambiguity that does not exist.

Simply put, there is no ambiguity in the provisions of Sec. 7.a. (relating to the Community Contribution Fee) or 7.c. (relating to the Workforce Housing Payment in Lieu). Each provision provides a condition and a result (*i.e.*, if x, then y). Consider the language:

> If by November 16, 2024, a shell building permit has not been obtained and vertical construction of the Project has not commenced, then [insert requirement for each of the Bonus Fees] . . . prior to obtaining any building permit on the Property.

The condition requires a shell building permit and the start of vertical construction prior to a specific date, November 16, 2024. The result requires the payment (or provision of workforce housing) prior to any building permit. This result is dependent on the condition. In other words, it is never given effect if the condition is met.

Stated differently, there are two separate scenarios described by the condition:

- Scenario #1 Condition: A shell building permit is obtained and vertical construction commences by November 16, 2024.
  - Result: No further payment is due. The requirements to finalize the reduction in Bonus Fees granted by the Village Commission were met. Your client pays no more in Bonus Fees.

- Scenario #2 Condition: A shell building permit is not obtained and vertical construction does not commence by November 16, 2024.
  - Result: The reductions granted by the Village Commission are lost and the entirety of the Community Contribution Fee and Workforce Housing Fee become due prior to a new milestone: the issuance of any building permit.

The fact that the milestone is identified as "any building permit" is logical because the result is triggered only in the event that the shell building permit is <u>not</u> timely obtained. Necessarily, that means that the developer will still have to pull a shell building permit, only it will have to occur ***<u>after</u>*** November 16, 2025. Thus "any building permit" can include a shell building permit. No purpose of the agreement is frustrated thereby.

We appreciate the lesson in contractual interpretation and the citations. They do not support your position. As you no doubt understand from the above, the plain meaning of the language supports the Village's position.

At the risk of putting too fine a point on the matter, the plain meaning of a shell is the outer portion of the building that encloses, and forms a barrier and delineation between, the *inside* of the building and the very *outside* that surrounds it. A building permit that includes that much of any building or component structure on the Property would have been sufficient to meet the condition. Had that requirement been met by November 16, 2025, your client would have no issue. But it was not met by the deadline, and indeed has not yet been met four months after the deadline. Shoma owes the full amount of the Bonus Fees, of which $5,177,000 remains to be paid.

Delays in Permitting

As a final matter, your client submitted for a master building permit on December 19, 2023. It elected to include all project components under one permit. As with any permit application, review comments were provided and Shoma's design professionals responded to the comments by subsequent submission. Four cycles of reviews and resubmittals resulted in review comments issued by the Village on July 12, 2024. Responses to those comments were not submitted by your client prior to the November 16, 2024 deadline. In fact, responses to those comments were not submitted until November 21, 2024, after the deadline. Village staff reviewed the plans, approved some disciplines, and issued comments on disciplines not approved a mere four days later. To suggest the Village's response time was responsible for your client's delay is not supported in fact.

With respect to WASD and DERM approvals, the water and sewer moratorium affecting the Village's main pump station, the one associated with your property, was lifted on February 16, 2023. That was approximately ten months *before* Shoma *submitted* an application to seek a building permit for vertical construction. Having been resolved prior to Shoma's submittal, the moratorium could not have affected the building permit.

Unless you can demonstrate that the Village's paperwork concerning their utility was the sole reason for your delay beyond November 16, 2024, there is no basis to your additional concerns regarding delays that you raised. The Village timely provided documentation as requested, and promptly corrected any errors in the information, which your client, with his ample experience, can attest occurs from time to time in government administration. While the Village endeavors to be as perfect as possible, mistakes can and do happen.

Moreover, considering the six-month delay in the $493,500 Payment in Lieu of Workforce contribution despite repeated responses essentially saying "the check is in the

mail," and the media reporting about the Shoma principal's alleged loan defaults[9], it is reasonable to infer that your client's other financial concerns were a potential contributing cause to the delay in permitting. This would, of course, be readily identifiable in the discovery phase, should this matter go into litigation. In any event, it is certainly curious that the payment due to the Village and your letter materialized right after the well-publicized sale of Shoma's Bird Road assemblage for the reported amount of $35MM.[10]

In the end, your client did not hold up its end of the deal. Shoma committed to an obligation and did not meet it. Your attempt to alter the terms of that obligation is as flawed as your attempt to shift the blame for your delay to the Village, when it is fairly obvious other factors were at play.

If your client truly wants to turn the page and move on, perhaps with a reduction of the amount owed, we suggest it approach the Village by accepting the clear obligation and asking the Village Commission for help. While we cannot promise they will approve any assistance or modifications to the Agreement, we are confident they will listen and consider a petition made with humility and respect for their office and their intelligence.

Very truly yours,

Tony Recio

TR/ms
3749019-13
cc: Mayor and Commission
Frank Rollason, Village Manager
Haydee Sera, Village Attorney
Mario Garcia-Serra, Esq., Gunster, Yoakley & Stewart, P.A., Zoning Counsel for Shoma (*mgarcia-serra@gunster.com*)

[9] *See* e.g. https://therealdeal.com/miami/2025/01/09/lender-sues-shomas-masoud-shojaee-over-alleged-8m-mortgage/ and https://therealdeal.com/miami/2024/12/13/lender-sues-masoud-and-stephanie-shojaee-over-11m-debt/ (last visited March 17, 2025)

[10] *See* https://www.bisnow.com/south-florida/news/mixed-use/shoma-group-sells-coral-gables-development-site-to-13th-floor-investments-for-slim-profit-128386 (last visited March 17, 2025)

From:	Frank Rollason
To:	Alba L. Chang, CMC
Cc:	Haydee Sera
Subject:	FW: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village
Date:	Friday, April 25, 2025 8:03:00 AM
Attachments:	image001.png image002.png image003.png image004.png

Alba, please place a copy of the below email attached to my cover memo for this DISCUSSION ITEM on the 5/20/25 Commission Meeting, thanks, Frank.

From: Frank Rollason
Sent: Friday, April 25, 2025 8:00 AM
To: Commissioners <commissioners@nbvillage.com>
Cc: Haydee Sera <HSera@wsh-law.com>; Alba L. Chang, CMC <villageclerk@nbvillage.com>; Leonardo Cosio <lcosio@nbvillage.com>; Gabriella Russitano <GRussitano@nbvillage.com>
Subject: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Good morning, All. Below please see "Final Shoma Offer" as a result of the negotiations Haydee and I had with Shoma attorneys on 4/17/25 at the Direction of the Commission on 4/15/25. I will place a Discussion Item on this issue on the 5/20/25 Commission meeting, Frank.

From: Haydee S. Sera <HSera@wsh-law.com>
Sent: Tuesday, April 22, 2025 7:07 PM
To: Frank Rollason <VillageManager@nbvillage.com>
Subject: Fw: [ALERT External Email] PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Frank: for discussion.

Get Outlook for iOS

From: Haydee S. Sera
Sent: Monday, April 21, 2025 6:27:33 PM
To: Christopher Utrera <CMU@UtreraLaw.com>; Tony Recio <TRecio@wsh-law.com>
Cc: Mario Garcia-Serra <MGarcia-Serra@gunster.com>
Subject: RE: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Chris, Mario: Thanks for the update. We will communicate with our client and get back to you.
HAYDEE S.

SERA

PARTNER

WEISS SEROTA
HELFMAN COLE + BIERMAN

2800 Ponce de Leon Blvd., Suite 1200 | Coral Gables, FL 33134
P: (305) 854-0800 E: hsera@wsh-law.com Bio | wsh-law.com | vCards

THINK BEFORE YOU PRINT
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Pursuant to the Fair Debt Collection Practices Act, this communication is from a debt collector. Any information obtained will be used for the purpose of collecting a debt.

From: Christopher Utrera <CMU@UtreraLaw.com>
Sent: Sunday, April 20, 2025 9:50 AM
To: Haydee S. Sera <HSera@wsh-law.com>; Tony Recio <TRecio@wsh-law.com>
Cc: Mario Garcia-Serra <MGarcia-Serra@gunster.com>
Subject: PRIVILEGED SETTLEMENT COMMUNICATION - Shoma North Bay Village

Haydee and Tony, thank you for meeting with us to discuss the Shoma North Bay Village project. Please allow this to serve as a privileged, settlement communication.

As is clear, all parties want this project to move forward in an efficient and amicable manner. We are at a critical juncture, as Shoma is in the process of working on its design with Publix, and this uncertainty could hinder the effort to get the Publix done at Shoma North Bay Village. To that extent, and as requested, below is what Shoma is willing to offer to the Village to move beyond this stage we are in, while still making the project economically feasible for all involved.

Shoma proposes as follows:

- The master building permit is to be pulled and issued by the Village by May 30th. We need to include a provision for an extension of time for any permitting delays that are outside of the control of Shoma.
    - At that time, the $871,000 building permit fee will be paid by Shoma.
    - At that time, the $400,000 Village Hall Contribution Fee will be paid (Section 7.d of the Development Agreement) by Shoma.
    - There are additional permit fees for civil work that remain to be paid in the approximate amount of $1.77 million. These fees are for public works permits (not

the master building permit), and will be paid when the separate public works permit is pulled (this is pulled after the master building permit). This is likely to occur within ninety (90) days of the master building permit being issued. When pulled, this approximate $1.77 million will be paid.

- By no later than May 30, 2026, Shoma shall make a $500,000 payment to the Village.
- By no later than May 30, 2027, Shoma will make a second payment of $500,000 to the Village.
    - These two payments totaling $1 million can be allocated as the Village sees fit.
- No additional payments for the Community Contribution Fee (Section 7.a of Development Agreement) or Payment in Lieu of Workforce Housing (Section 7.d of Development Agreement) will be required by the Village.

Please discuss this proposal with all members of the Commission as soon as possible. Again, this is being sent solely to counsel as a privileged, settlement communication. Thank you and Happy Easter.

———

Christopher M. Utrera, Esq.
Board Certified Construction Attorney
Utrera Law
(786) 543-2364
cmu@utreralaw.com

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WEISS SEROTA
HELFMAN COLE + BIERMAN

HAYDEE SERA, PARTNER
HSera@wsh-law.com

May 30, 2025

Via email only
CMU@utreralaw.com
Christopher M. Utrera, Esq.
Utrera Law
9250 SW 45 Terrace
Miami, FL 33165

Via email only
mgarcia-serra@gunster.com
Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Re: Development Agreement
1872 79th Street Causeway (the "Property")

PRIVILEGED SETTLEMENT COMMUNICATION

Dear Mssrs. Utrera and Garcia-Serra:

This letter is in follow up to our prior communications regarding the Development Agreement related to the Property.[1] On May 20, 2025, the North Bay Village Commission discussed the status of the Development Agreement and directed staff to convey an offer to Shoma related to the Development Agreement. We request your response to this correspondence by Wednesday, June 4, 2025.

As we have previously discussed, Sections 7(a) and 7(c) of the Development Agreement provide for a substantial reduction to certain development fees and contributions so long as a shell building permit was obtained and vertical construction of the Project commenced by November 16, 2024. Neither of those occurred, so the reduction was lost. The resulting balances of those fees are now due prior to issuance of any building permit on the Property, as follows:

1. Community Contribution Fee of $1,370,000 (for a total Community Contribution Fee of $2,740,000)
2. Payment in Lieu of Workforce Housing of $3,807,000 or entering into the required agreement to provide 34 workforce housing dwelling units on the property.

To date, no further building permits have been issued for the Property. In an effort to see the approved Project come to fruition and maintain development incentives for expedited

[1] References to the Development Agreement means the agreement dated March 5, 2024, between the Village and Shoma North Bay Village, LLC ("Shoma"), which was recorded on March 8, 2024 in the official records of Miami-Dade County, Florida at Official Records Book 34126 at Page 673.

construction, the Village Commission has offered to amend the Development Agreement to provide that the payments now due pursuant to Sections 7(a) and 7(c) of the Development Agreement be reduced to a total of $1,500,000. This offer is conditioned upon Shoma confirming and providing evidence satisfactory to the Village that it has 1) obtained a construction loan for the Project and 2) a current agreement with Publix for inclusion of a Publix grocery store on the Property. Accordingly, any amendment to the Development Agreement to effectuate the terms of this offer would require these two preconditions be demonstrated to the satisfaction of the Village Commission prior to their approval.

If this offer is amenable to Shoma, we can further discuss the payment schedule for the $1,500,000, which the Village anticipates would be similar to the scheduled suggested by you via email on April 20, 2025.

As noted above, we request your response by Wednesday, June 4, 2025. Please note that the Village Commission may once again consider the status of the Development Agreement at its next meeting on June 17, 2025.

Should you have any questions or concerns, please do not hesitate to contact me at 305-854-0800 or hsera@wsh-law.com.

Sincerely,



Haydee Sera
Village Attorney

cc: Frank Rollason, Village Manager
Tony Recio, Village Attorney
Mayor and Commission

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

June 3, 2025

PRIVILEGED SETTLEMENT COMMUNICATION

VIA EMAIL

Ms. Haydee Sera, Esq.
North Bay Village Attorney
Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Hsera@wsh-law.com

Re: 1872 79th Street Causeway / Shoma Bay

Dear Ms. Sera,

As you are aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). Please allow this to serve as a response to your May 30, 2025 privileged settlement communication ("Settlement Offer").

To begin, Shoma is appreciative of the Village's attempt to seek a potential resolution to the stalemate the Parties were facing. With that being said, Shoma is in general accordance with the terms of the Settlement Offer, as further provided below.

The Village's first proffered term is a reduced payment of $1,500,000.00 by Shoma for the payments allegedly due in accordance with Sections 7(a) and 7(c) of the Development Agreement. While Shoma maintains the position it has long stood by, Shoma is in agreement with this payment amount. The total shall be paid as follows: $750,000.00 being paid one year after the issuance of the Master Building Permit, and the remaining $750,000.00 to be paid upon issuance of the final certificate of occupancy for the Project.

As to the Village's second request, Shoma can represent it has obtained lending commitments from a lender for the construction of the Project. Loan documents cannot be provided

for a multitude of reasons, including confidentiality/sensitive business record concerns, as well as the simple fact that the construction loan will close once Shoma is confident it can move forward amicably with the Village towards further construction.

The Village's third request was that Shoma provide some sort of assurance that there is a true intention to have a Publix grocery store at the Project. Shoma recorded a Memorandum of Lease on November 9, 2023, in the Official Records of Miami-Dade County, Florida, Book 33963, Page 1336. A copy of the Memorandum of Lease is enclosed herein for your review. There is no better evidence of the potential inclusion of a Publix grocery store at the Project than the recorded Memorandum of Lease executed by both Shoma and Publix.

We anticipate the information and assurances provided herein satisfy the Village's concerns/requests, and the Parties can move forward in an amicable fashion. Please contact me in advance of the next Village Commission meeting scheduled for June 17, 2025 to discuss whether that is the case.

Please note, Shoma expressly reserves all rights, claims, and defenses under the Development Agreement, applicable Florida and Federal law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion.

Sincerely,

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

CFN: 20230808730 BOOK 33963 PAGE 1336
DATE:11/09/2023 03:36:52 PM
DEED DOC 0.60
SURTAX 0.45
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument prepared by
(and after recording return to):
Walter E. Engle, III
PUBLIX SUPER MARKETS, INC.
P. O. Box 0407
Lakeland, FL 33802-0407

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 2nd day of October, 2023, by and between **SHOMA NORTH BAY VILLAGE, LLC**, a Delaware limited liability company (hereinafter referred to as "Landlord") and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain lease agreement (hereinafter referred to as the "Lease") of even date herewith; and

B. Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollars ($1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. **Landlord.** The name and address of Landlord are as follows:

Shoma North Bay Village, LLC
201 Sevilla Avenue, Suite 300
Coral Gables, Florida 33134
Attn.: Masoud Shojaee

2. **Tenant**. The name and address of Tenant are as follows:

Publix Super Markets, Inc.
Real Estate
3300 Publix Corporate Parkway
Lakeland, Florida 33811
ATTN: Vice President of Real Estate Strategy

3. **Date of Lease.** The Lease is dated as of the 2nd day of October, 2023.

4. **Commencement Date.** The Commencement Date shall be the date which is forty-five (45) days after the date on which construction of the Project Improvements shall have been completed as contemplated by Paragraph 7.07(a) of the Lease, entitled "Completion of Construction of the Project Improvements;" provided, however, if the date on which construction of the Project Improvements shall have been completed occurs during the period commencing on November 1 and ending January 2, then the Commencement Date shall be extended to February 16; and further provided, if Tenant elects to open the

Premises for business with the public prior to a date on which the Commencement Date would occur pursuant to this Paragraph, then the Commencement Date shall be deemed to have occurred effective as of the date Tenant opens the Premises for business with the public.

5. Term. The term of the Lease shall consist of the following:

(a) Initial Period. An initial period of twenty (20) years beginning on the Commencement Date and ending twenty (20) years from the first day of the calendar month immediately succeeding the Commencement Date; and

(b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of twenty (20) years for eight (8) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.

6. Premises. The Premises consist of: (i) a Storeroom containing 34,244 square feet of interior ground floor area; (ii) the Supplemental Storeroom containing 1,803 square feet of interior ground floor area, (iii) the Sidewalk Area, and (iv) the Service Area, which Premises are substantially depicted and so designated and outlined in red on the Site Plan (defined below).

7 Project Tract. That certain tract of real property, as depicted on the Site Plan, and being more particularly described in **Exhibit "B"** attached hereto and incorporated herein

8. Project. The Project shall consist of the Project Tract and those buildings and Common Area improvements constructed from time to time on the Project Tract as such buildings and Common Area improvements are depicted on the Site Plan. The Project shall at all times during the Term be known as Shoma Bay.

9. Site Plan. That certain Site Plan which is attached as Exhibit "A" to the Lease, and attached as Exhibit "A" to this Memorandum and by reference thereto incorporated herein.

10. Site Plan Requirements. Paragraph 7.03 of the Lease establishes certain requirements for conformity to the Site Plan, and rights of Tenant, which Paragraph 7.03 is hereinafter reprinted.

7.03 Site Plan.

(a) Project Tract. Except as otherwise provided in this Lease, the Project shall be constructed in conformity with the Site Plan. Landlord shall not modify, amend, or change the Site Plan at any time after the Effective Date without Tenant executing an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement."

(b) Parking Areas; Access. Subject to the terms and provisions of Article 24 of this Lease, entitled "Eminent Domain": (i) the provisions of Paragraph 7.03(a) of this Lease, entitled "Project Tract," to the contrary notwithstanding, to the extent depicted on the Site Plan or otherwise required by this Lease, Landlord shall neither reduce the number, nor change the size (or location and layout on Levels 2 and 3) of parking spaces within the Common Area, nor diminish the service level (i.e. full service, right-in/right-out, etc.) of entrances or exits to and from the Project, nor reduce the size of or relocate entrances or exits to and from the Project, nor consent to the partial or total decommissioning or removal of any traffic signals located at the entrances or exits to and from the Project, nor consent to the relocation or elimination of any median breaks or turn lanes

serving the entrances or exits to and from the Project, without Tenant's consent in each instance, which consent may be withheld in Tenant's sole discretion (provided, however, that Tenant shall not unreasonably withhold or delay its consent if the changes or alterations are required by the applicable governmental authorities or are attributed to modifications requested by Tenant and approved by Landlord), and Landlord and Tenant executing an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," for the purpose of manifesting such consent; and (ii) the Parking Garage shall at all times contain not less than seven hundred forty-six (746) parking spaces. The Publix Parking shall at all times contain not less than One Hundred Thirty (130) parking spaces (each having a minimum width of ten [10] feet). Level 4 of the Parking Garage shall be allocated to the occupants, employees and customers of the additional retail space (other than the Premises). There shall be not less than eighty (80) parking spaces of the Parking Garage allocated to the occupants, employees, and customers of the additional retail space (other than the Premises). The Levels of the Parking Garage allocated to the occupants, employees and visitors of the Residential Tower shall be above Level 4 of the Parking Garage.

11. Alterations. Article 8 of the Lease establishes certain requirements and restrictions in respect to alterations of the Project and the Premises, which Article 8 is hereinafter reprinted.

8. ALTERATIONS BY TENANT

8.01 Structural. Subject to the terms and provisions of Article 7 of this Lease, entitled "Construction of Improvements," Tenant shall not make structural changes or alterations to the Premises without the prior written consent of Landlord, which Landlord may withhold its approval at its sole discretion. All work done in connection with such changes or alterations shall be done at Tenant's sole cost and expense in a good and workmanlike manner and in compliance with any applicable building code, law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Project. Upon request by Tenant, Landlord shall execute all instruments necessary to obtain licenses and permits to make such alterations from the applicable governmental authorities, provided Landlord shall not incur any expense, cost or obligation in respect thereto. Upon written request by Landlord, Tenant shall deliver to Landlord a copy of the plans and specifications utilized by Tenant with respect to any structural changes or alterations to the Premises.

8.02 Nonstructural. Tenant may, at its own cost and expense, without the prior approval or consent of Landlord, make nonstructural changes to the Premises, including but not limited to, exterior building signage, exterior cameras, the mechanical system, the electrical system, HVAC, installation of fixtures and equipment, painting, papering, or changing floor coverings, provided that the structural integrity of the building of which the Premises is a part shall not be adversely affected or diminished. All work done in connection with such changes shall be done at Tenant's sole cost and expense in a good and workmanlike manner and in compliance with any applicable building code, law, ordinance, rule, or regulation of any government authority having jurisdiction over the Project Tract. Other than Tenant's signage on the exterior of the Premises, which may conform to Tenant's standard design, colors and materials, any changes or alterations made by Tenant to the exterior appearance of the Premises shall be harmonious with the Project Tract in terms of architectural appearance, design, and color and type and quality of materials, and other than changes to Tenant's signage, Tenant shall obtain the written consent of Landlord, which Landlord may withhold in Landlord's sole discretion, prior to making any material changes or alterations to the exterior appearance of the Premises (or any portion thereof) that are inconsistent

with the Project Tract in terms of architectural appearance, design, and color and type and quality of materials.

8.03 Government Mandated Alterations. Any addition, alteration, improvement or rebuilding, structural or otherwise, to or of the Project (including the Premises) or any part thereof which Landlord is required to repair as provided in Paragraph 9.02 of this Lease, entitled "Landlord Repairs," as well as elevators serving the Storeroom, which may be required by reason of any building code, law, ordinance, rule, or regulation promulgated by competent governmental authority shall be immediately made by and at the cost and expense of Landlord. Any addition, alteration, improvement or rebuilding, structural or otherwise, to or of the Premises or any part thereof which Tenant is required to repair as provided in Paragraph 9.01 of this Lease, entitled "Tenant Repairs," which may be required by reason of any building code, law, ordinance, rule, or regulation promulgated by competent governmental authority shall be immediately made by and at the cost and expense of Tenant. Tenant shall assume the cost of any addition, alteration, improvement or rebuilding that is required because of Tenant's change in use of the Premises. Any addition, alteration, improvement, or rebuilding required pursuant to this Paragraph 8.03 shall be performed in accordance with plans and specifications approved by Tenant, which approval shall not be unreasonably withheld, and shall otherwise be constructed in accordance with the terms and provisions of Article 7 of this Lease, entitled "Construction of Improvements."

12. Exclusive Uses. Article 16 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Project, which Article 16 is hereinafter reprinted.

16. USE

16.01 Permitted Uses. Tenant shall have the right to use and occupy the Premises for any lawful purpose, except those uses described in Paragraphs 16.03(a) and 16.03(b)(i) and (ii) of this Lease.

16.02 Exclusive Uses.

(a) Exclusive Uses. Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Project Tract, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.), to:

- *(i) Engage in the retail sale of groceries.*
- *(ii) Operate a grocery supermarket, bakery, delicatessen, and/or fish market.*
- *(iii) Sell or distribute drugs or other products which are required by law to be dispensed by a licensed pharmacist (or similar health care practitioner authorized by law), even though such pharmacist or health care practitioner may not be required to be present for delivery of such products.*
- *(iv) Engage in retail sales of items of food for "off-premises" consumption.*
- *(v) Engage in retail sales of beer and wine for "off-premises" consumption.*
- *(vi) Engage in retail sales of distilled spirits and other alcoholic beverages for "off-premises" consumption (i.e., a liquor store).*

(vii) Engage in the sale of other products typically offered for sale in a grocery supermarket.

(b) Exceptions to Exclusive Uses. The terms and provisions of Paragraph 16.02(a) of this Lease, entitled "Exclusive Uses", to the contrary notwithstanding, occupants of the Project, as well as occupants of Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Article 18 of this Lease, entitled "Adjacent Property Restrictions," shall not be prohibited from engaging in the following (provided the operation of any such uses does not in any way prevent or impede, through any law, statute, code or ordinance, any use right Tenant may have in the Project):

(i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises;

(ii) a "quick serve" or "fast casual" restaurant, serving prepared ready to eat food items for consumption on or off the premises (quick serve restaurants such as McDonald's, Wendy's, Chick-fil-A or Burger King; but such use shall not include a "play place" or other equipment for children with a playground atmosphere; and fast casual restaurants such as Chipotle, Moe's, Panda Express or Zoe's Kitchen);

(iii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes;

(iv) a health food store or nutrition center, provided that the Leasable Floor Area of such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), bagel shop, candy store, or a pickup or delivery outlet (such as pizza or Chinese delivery), all of which may offer the sale of food items for consumption on or off the premises;

(v) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 1,500 square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products; PROVIDED, HOWEVER, the foregoing exception shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart or Amazon), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located;

(vi) a coffee shop (similar to a Caribou Coffee or Starbucks operation), provided such coffee shop is primarily engaged in the retail sale of: coffee-, espresso-, and tea-based drinks by the cup; coffee beans, teas, and spices by the pound; coffee-, espresso-, and tea-related equipment, supplies, and accessories; and the sale of other items made available in the ordinary course of a coffee shop business, including, but not limited to, the sale of assorted food items, provided the display of

such food items shall not exceed the lesser of (i) 400 square feet of Leasable Floor Area, or (ii) 40% of the Leasable Floor Area of the coffee shop premises;

(vii) *as to the exclusive uses set forth in Paragraphs 16.02(a)(i) and 16.02(a)(vii) only, the retail sale of groceries and other products typically sold in a grocery supermarket (but not perishable goods typically sold in a grocery supermarket, "perishable goods" meaning any goods or products that require storage or display below room temperature to maintain freshness and avoid degrading of quality) by any tenant or occupant of premises within the Project (other than Tenant, an entity in which Tenant owns a legal or beneficial interest, or an entity which owns a legal or beneficial interest in Tenant), but only to the extent the sale of such groceries and other products typically sold in a grocery supermarket: (a) constitute not more than an aggregate of ten percent (10%) of the dollar amount of gross sales volume of any such tenant, and (b) the Leasable Floor Area of any such premises devoted to the sale thereof shall not exceed the lesser of: (i) ten percent (10%) of the Leasable Floor Area of such premises devoted to retail sales area (as opposed to office, storage, or other uses); or (ii) two hundred (200) square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products;*

(viii) *the dispensing of drugs or other products to patients by a medical office in the course of treatment by licensed physicians as a normal part of their medical practice, so long as such drugs or other products are not dispensed for a fee or remuneration of any kind, whether directly or indirectly;*

(ix) *the sale of food, beverage (including beer, wine and spirits) in connection with the operation of restaurant(s) in the areas where the proposed food hall is contemplated within the Project (and other restaurant(s) to the extent such other restaurant(s) are otherwise allowed pursuant to the terms of this Lease); or*

(x) *the sale of prepared food, beverage (including beer, wine and spirits) for on-premises consumption in connection with the operation of a food hall within the Project.*

16.03 Prohibited Uses.

(a) Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, including any use which would constitute an unlawful nuisance to adjoining tenants in the Project. For purposes of this Lease, legal nuisance shall be deemed not to include any odors, sounds or lights emanating from the Premises or associated with the operation of the Premises which are common to the operation of a full service grocery supermarket, provided, however, that given the mixed-use aspect of the Project, Tenant will cooperate with Landlord, at no cost to Tenant, to mitigate and minimize such odors, sounds and lights, including but not limited to venting, removal of garbage on a regular schedule, and performing repairs, modifications and maintenance within regularly scheduled times (other than in the event of emergency); provided, however, any such mitigation shall not require Tenant to cease any activity that is common to a full service grocery supermarket or common to Tenant's other store locations in the Miami-Dade County, Florida area, or in any way alter its operation of its full service grocery supermarket (including, but not limited to, any modification of hours of operation or hours of delivery, which may be at night); and further provided that Landlord shall be responsible for the

cost and expense of any upgrades or modifications to the Premises or Tenant's standard equipment.

(b) Specific Prohibited Uses. Landlord hereby covenants and agrees that no other premises in the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," shall be used for the following "prohibited uses":

(i) any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Project; dry cleaning plant; adult entertainment facility; massage parlor; adult book store; a so-called "head shop;" tattoo or piercing parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.);

(ii) cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa; gymnasium or fitness center (other than a gym or fitness center associated with, or located inside, the Residential Tower for the use of residents and their guests); pin ball or electronic game room; funeral parlor; flea market; bingo parlor; cafeteria; sale, rental, lease, or repair or maintenance of automobiles, trucks, other motorized vehicles, or trailers; car wash; billboard; cell phone tower; pawn shop; driving school; the sale of fireworks; variety-type or price point store (drug store, "dollar" store, "five and dime," such as Walgreen's, CVS, Dollar Tree, Dollar General, Family Dollar, Big Lots); sub shop (such as Subway, Quizno's, Firehouse, or Jimmy John's); or wholesale clubs (such as Costco, BJ's, Sam's Club); or

(iii) any use whatsoever that is owned, operated or controlled by (or sells from its premises the branded, "store brand" or "private label" merchandise of) another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart, Amazon, Kroger, Whole Foods, Winn Dixie, Wegman's, etc.), such entity's parent company or its subsidiaries or affiliates, and which use is identified on the premises with such grocery supermarket name, the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located, or a name that is generally associated with such grocery supermarket (provided, however, Landlord shall not be in violation of this provision if such entity acquires a tenant in the Project under a lease that was entered into prior to the date of acquisition).

(c) Prohibited Uses Based on Proximity to Storeroom. No premises in the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," located within 500 feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center (including any "drop-in" or other child care facility). Except for restaurant(s) and/or the food hall concept set forth in Paragraphs 16.02(b)(ix) and 16.02(b)(x) located within the Project, consisting of a maximum of an aggregate of 15,233 square feet of Leasable Floor Area (with 12,504 square feet of Leasable Floor Area in the food hall area, and 2,729 square feet of Leasable Floor Area in the other retail area located on the same Level as the Premises), no other

restaurant and/or cocktail lounge, regardless of concept or parking intensive nature, shall be located within the Project.

16.04 Covenant Running With the Land. Landlord covenants and agrees that all leases entered into between Landlord and other tenants within the Project shall prohibit such other tenants from violating the exclusive use rights and prohibited use restrictions set forth in Paragraphs 16.02, 16.03(b) and 16.03(c) of this Lease, entitled "Exclusive Uses," "Specific Prohibited Uses," and "Prohibited Uses Based on Proximity to Storeroom," respectively, for and during the Term. Landlord hereby covenants and agrees that if Landlord sells, transfers, or conveys all or any portion of the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," the exclusive use rights and prohibited use restrictions set forth in said Paragraphs 16.02, 16.03(b), and 16.03(c) hereof shall be deemed to constitute a covenant running with title to such sold, transferred or conveyed portion of the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," which covenant shall remain in full force and effect and be binding upon the successors in title to Landlord for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 16 shall remain in full force and effect until the earlier of: (i) expiration of the Term of this Lease; (ii) termination of this Lease prior to the expiration of the Term as herein permitted, unless agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein.

16.05 Enforcement. If any other tenant in the Project or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," or successor in title thereto shall violate said exclusive use or prohibited use provisions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said exclusive use and prohibited use provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said exclusive use and prohibited use provisions against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of the rights set forth in this Article 16 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within thirty (30) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

16.06 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 16 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights

pursuant to this Article 16 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

13. Exclusive Uses of Other Tenants. Article 17 of the Lease confers upon Tenant immunity from exclusive use rights of other tenants in the Project, which Article 17 is hereinafter reprinted.

17. EXCLUSIVE USES OF OTHER TENANTS

17.01 Application to Tenant. Landlord covenants and agrees that any exclusive use rights which may be contained in leases or agreements entered into between Landlord and other tenants in, or successor in title to, the Project shall expressly provide, and Landlord hereby further covenants and agrees, that such exclusive use rights of other tenants, or successor in title, shall neither be applicable to Tenant or the Premises during the Term, nor be applicable to Tenant or any entity which Tenant owns a legal or beneficial interest, or any entity which owns a legal or beneficial interest in Tenant (an "Affiliated Entity") and other premises within the Project occupied by Tenant or an Affiliated Entity.

17.02 Indemnification. Landlord shall defend and indemnify Tenant and/or an Affiliated Entity, as the case may be, and hold Tenant and/or an Affiliated Entity, as the case may be, harmless from any and all actions, damages, claims, costs, and expenses of any nature arising out of the alleged breach by Tenant and/or an Affiliated Entity, as the case may be, of any exclusive use rights contained in any lease or agreement between Landlord and any other tenant in, or successor in title to, the Project, which indemnification shall survive the expiration or earlier termination of the Term.

17.03 No Waiver. No delay or failure on the part of Tenant and/or an Affiliated Entity, as the case may be, in the enforcement of its rights pursuant to this Article 17 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant and/or an Affiliated Entity, as the case may be, to the breach or violation thereof. No waiver of its rights pursuant to this Article 17 shall be valid as against Tenant and/or an Affiliated Entity, as the case may be, unless made in writing and signed by Tenant and/or an Affiliated Entity, as the case may be, and then only to the extent expressly set forth therein.

14. Outparcel and Adjacent Property Restrictions. Article 18 of the Lease establishes certain restrictions in respect to the Outparcels and property adjacent to the Project, which Article 18 is hereinafter reprinted.

18. ADJACENT PROPERTY RESTRICTIONS

18.01 Adjacent Property Restrictions.

(a) Adjacent Property of Landlord. Landlord covenants and agrees that: (i) Adjacent Property shall be subject to the exclusive use and prohibited use provisions of Article 16 of this Lease, entitled "Use;" (ii) any buildings or other improvements (including pylon or monument signs) constructed on Adjacent Property shall not interfere with or alter the visibility of and public access to the Premises or the visibility of the Project pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; and (iv) Landlord shall not grant any parking rights upon the Project Tract for the benefit of any Adjacent

Property, nor shall Landlord permit any owners or occupants of such Adjacent Property, their employees or agents, or the invitees of any of the foregoing, to park upon the Project Tract.

(b) Common Area Rights of Others. Landlord covenants and agrees that without the prior written consent of Tenant, Landlord shall not grant or convey to the owner or occupant of any real property adjoining or adjacent to the Project any rights, easements, or privileges in or to the Common Area of the Project, provided, however, such consent shall not be unreasonably withheld, conditioned, or delayed if the owner of the adjacent property agrees to subject such adjacent property to the restrictions set forth in Paragraph 18.02(a), entitled "Adjacent Property of Landlord," or such other restrictions as Tenant shall approve in writing, during the Term of this Lease. The terms and provisions of the preceding sentence to the contrary notwithstanding, Tenant may, in its sole discretion, withhold its consent to the granting of any parking rights upon the Project Tract in favor of such adjoining or adjacent property; furthermore, Landlord covenants that, in the absence of such consent, Landlord shall not permit the occupants, employees, agents, or invitees of such adjoining or adjacent property to park upon the Project Tract.

18.02 Covenant Running With the Land. Landlord hereby covenants and agrees that the restrictions and obligations set forth in Paragraph 18.01 of this Lease, entitled "Adjacent Property Restrictions," shall be deemed to constitute a covenant running with title to the Adjacent Property, as the case may be, which covenant shall remain in full force and effect and be binding upon the owner of such Adjacent Property for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect until the earlier of: (i) expiration of the Term of this Lease; (ii) termination of this Lease prior to the expiration of the Term as herein permitted, unless expressly provided in this Lease or otherwise agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein; provided, if the expiration or termination of this Lease is due to Tenant, or any affiliate of Tenant, acquiring fee title to the portion of the Project, the covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect. The restrictions and obligations set forth in Paragraph 18.01 hereof, and the enforcement rights and obligations set forth in Paragraph 18.03 below, shall be manifested by filing for record a Memorandum of Lease encumbering the Adjacent Property and, if applicable, filing for record a Declaration of Restrictions encumbering the Adjacent Property. Any Declaration of Restrictions containing the covenants, restrictions and exclusive use rights set forth in this Article 18 shall also include the provision that such covenants, restrictions and exclusive use rights shall remain in full force and effect beyond the expiration or earlier termination of this Lease if Tenant, or any affiliate of Tenant, becomes the fee owner of any portion of the Project.

18.03 Enforcement. If the owner or occupant of the Adjacent Property, or other adjacent property to which the restrictions set forth in Paragraph 18.01 hereof shall apply, shall violate such restrictions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said restrictions, including, but not limited to, injunctive relief against such owner or occupant. Furthermore, if such restrictions violations have not been cured within thirty (30) days following Landlord's receipt of written notice from Tenant of same, then, Tenant shall have the right, but not the obligation, to pursue enforcement of said restrictions against such owner or

occupant, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in enforcement of the restrictions set forth in this Article 18 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

18.04 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 18 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 18 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

15. Common Areas. Article 19 of the Lease establishes certain rights of Tenant and certain restrictions on use with respect to the Common Area within the Project, which Article 19 is hereinafter reprinted.

19. COMMON AREA

19.01 Common Area Rights, Privileges, and Obligations. Tenant, its employees, agents, invitees, licensees, subtenants, concessionaires and contractors shall have the non-exclusive right to use the Common Area in common with Landlord, other tenants in the Project, and their respective employees, agents, invitees, licensees, subtenants, concessionaires, and contractors. Landlord covenants that all parking areas, entrances and exits, access drives, and sidewalks, and all light, air, and visibility enjoyed by the Premises and the Project pylon or monument signs, all as depicted on the Site Plan shall not be interrupted or disturbed during the Term by any act of Landlord, its employees, agents, or contractors, or other tenants or occupants of the Project, or owners, tenants, or occupants of adjacent property who possess rights in such parking areas, entrances and exits, access drives, and sidewalks. Landlord shall not charge any fee, or demand any consideration, for access to, or parking upon, the Project Tract except: (i) fees charged by the valet parking operator to those who use the valet parking services to be offered at the Project; and (ii) consideration from occupants of the residential units of the Residential Tower who desire the use of additional parking spaces. The foregoing provisions of this Paragraph 19.01 to the contrary notwithstanding, Landlord shall have the right to interrupt or disturb said parking areas, entrances and exits, access drives and sidewalks: (i) as shall be reasonably necessary to effect maintenance, repairs, or reconstruction thereof; and (ii) for a period not to exceed one (1) day in each calendar year, which shall be a day on which Tenant is otherwise closed for business, for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public; provided, however, Landlord shall provide Tenant with reasonable prior written notice of such interruption or disturbance (except in the case of emergency maintenance or repairs), and Landlord shall exercise reasonable efforts to avoid or minimize interruption or disturbance of the use and occupancy of the Premises by Tenant, its employees, agents, invitees, licensees, subtenants, concessionaires, and contractors, during such interruption or disturbance. Subject to the foregoing provisions of this Paragraph 19.01, Landlord warrants that Tenant, its employees,

agents, invitees, licensees, subtenants, concessionaires, and contractors, at all times shall have unobstructed vehicular and pedestrian ingress and egress between each entrance and exit to the Project as shown on the Site Plan, and a public street, highway or alley. In addition, Landlord shall not erect or permit a building, kiosk, any sign (including, without limitation, the parking by other tenants of the Project of vehicles bearing signage identifying such other tenants), or other object in any part of the Common Area, or which would obstruct in any way the view of the Premises from the Project or adjoining roads, except as shown on the Site Plan. Furthermore, Landlord shall not: (i) permit the conduct of any business, or the operation of any carnival or other entertainment within the Common Area (provided, for clarity, this provision shall not prohibit outdoor live music associated with a sit-down restaurant or food hall that is being performed from the restaurant's or food hall's leased premises but is audible within the Common Area); (ii) allow any tenant to use any entrance of its premises that faces a Service Drive as a customer entrance, or to use its premises in any manner that would create an unsafe condition; (iii) charge for the parking of automobiles within the Common Area except fees charged by the valet parking operator to those who use the valet parking services to be offered at the Project and consideration from occupants of the residential units of the Residential Tower who desire the use of additional parking spaces; or (iv) allow any vehicles to be parked in the Parking Garage overnight, other than vehicles belonging to residents or guests of the Residential Tower which shall be parked on Parking Garage Levels 5 through 10. Landlord shall use commercially reasonable effort to assure that the Publix Parking is used only by Tenant's customers, employees and invitees, and employing and enforcing a system reasonably acceptable to Tenant for preventing other tenants, occupants of the Residential Tower, and their respective visitors from parking in the Publix Parking. If any valet parking service is employed or provided for the occupants and/or guests of the Residential Tower or any other aspects of the Project, such valet service shall not interfere with the Publix Parking or retail parking, and any valet stand or parking area must be located outside Parking Garage Levels 2 through 4. Any terms and provisions hereof to the contrary notwithstanding, Tenant shall be permitted to: (i) install shopping cart corrals within the Paragraph 19.07 Area; (ii) conduct seasonal sales of merchandise (i.e., Christmas trees, plants, planting material, firewood, lawn furniture, etc.) within the Paragraph 19.07 Area; and (iii) designate and so identify parking spaces and other areas within the Paragraph 19.07 Area as reserved for customer service activities and amenities, such as customer pick-up of products or other items and the delivery of the same to customers.

19.02 Operation and Maintenance. Landlord shall, during the Term, operate and maintain the Common Area and maintain the Sidewalk Area and Service Area, in good condition and repair, clean and free from snow, ice, rubbish and debris, and adequately drained. Landlord shall have all sidewalks pressure cleaned at least every ninety (90) days, but more often if needed. All landscaping shall be maintained in substantial conformity to the Landscaping Plan; and so as to avoid interfering with visibility of the Project monument signs. The Common Area (including the Project or monument signs and entrance and exit signs) and the Service Area shall be adequately illuminated from dusk until two (2) hours after the Premises shall be closed for business; and the Service Area and Parking Garage shall also be adequately illuminated from 4:00 am local time until dawn. For purposes of this Lease, the term "adequately illuminated" shall be deemed to mean illumination to the greatest of the following intensity levels: (i) five (5) foot-candles (or three (3) foot-candles for light emitting diode "LED" fixtures) maintained; (ii) such intensity as is reasonably appropriate for public safety; or (iii) as otherwise required by law; provided, however, should any applicable law, code, or ordinance prohibit an illumination level of at least five (5) foot candles (or three (3) foot-candles for light emitting diode "LED" fixtures) maintained for all or any portion of the Common Area, then Landlord shall not be required to exceed the illumination

levels imposed by such applicable law, code, or ordinance unless and until such law, code, or ordinance is amended, modified, or replaced so as to permit an illumination level of at least five (5) foot candles (or three (3) foot-candles for light emitting diode "LED" fixtures) maintained, at which time Landlord shall be obligated to upgrade the illumination level of the Common Area to the level required by this Paragraph 19.02. Landlord shall have a lighting survey performed and delivered to Tenant within thirty (30) days of the completion of construction, to confirm that lighting is in conformance with this "adequately illuminated" standard. Additionally, electrical utilities for the illumination of the Publix Parking shall be provided through Tenant's electrical panel, and shall be configured to operate on Tenant's Generator in the event of a power failure. All parking spaces within the Common Area shall at all times be clearly marked by painting, striping or otherwise. Subject to the provisions of Paragraphs 19.01 and 19.07 and this Paragraph 19.02 of this Lease, entitled "Common Area Rights, Privileges, and Obligations," "Paragraph 19.07 Area; Events," and "Operation and Maintenance," respectively, regarding control by Tenant of certain activities within the Paragraph 19.07 Area, Sidewalk Area, and Service Area, Landlord hereby undertakes and assumes all duties, responsibilities and liabilities in regard to maintenance, repairs, replacements, operation, supervision, use, striping, security, and control of the Common Area, subject, however, to Tenant's rights and privileges in and to the Paragraph 19.07 Area, and shall comply with all present and future laws, ordinances, orders, rules, regulations, notices of violations, and requirements of public authorities applicable thereto, even though by law other tenants in the Project may have such duty or responsibility solely or jointly with Landlord.

19.03 Self Help. The terms and provisions of Article 23 of this Lease, entitled "Default by Landlord", to the contrary notwithstanding, if Tenant, in its reasonable discretion, determines that Landlord has defaulted in the performance of its duties and obligations set forth in this Article 19, then Tenant shall notify Landlord in writing of the existence and nature of such default. If Landlord fails to cure such default within twenty (20) days after receipt of said notice, or if such default is not capable of being cured within said twenty (20) days, then if Landlord fails to commence to cure said default within said twenty (20) day period and thereafter diligently and continuously pursues the curing of such default, then Tenant shall have the right to take whatever steps are necessary in Tenant's reasonable opinion to cure the default, including the right to remove any buildings, persons, and/or property from the Common Area, either with or without court action, and the costs of any such steps taken by Tenant shall be payable by Landlord to Tenant upon demand. Tenant may remedy any such event of default prior to the expiration of the period within which Landlord may cure such event of default if the cure of such event of default prior to the expiration of said period is reasonably necessary to protect the Premises or to prevent injury to persons or damage to property, or to permit Tenant to conduct its usual business operations within the Premises; provided, however, Tenant shall exercise reasonable efforts to notify Landlord of its intention to so cure such event of default. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be set off and deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable hereunder by Tenant to Landlord.

19.04 Common Area Maintenance Expenses.

(a) Common Area Maintenance Expenses Defined. For purposes of this Lease, the term "Common Area Maintenance Expenses" shall mean those expenses actually incurred by Landlord in the operation and maintenance of the Common Area.

(b) Tenant's Payment of Common Area Maintenance Expenses. Provided Landlord is not in material default in its obligations under Paragraph 19.02 of this Lease, entitled "Operation and Maintenance," beyond any applicable cure period set forth in Paragraph 19.03 of this Lease, entitled "Self Help," Tenant agrees to pay to Landlord, as Tenant's share of Common Area Maintenance Expenses, Annual Fixed CAM in equal monthly installments, which shall be due and payable at the time Fixed Minimum Rent payments are due and payable hereunder.

19.05 Elevators. Notwithstanding anything herein to the contrary, Landlord covenants that the Publix Elevators and stairs providing access to and from the Premises, Parking Garage Level 2 and Parking Garage Level 3 shall remain open, accessible and operational twenty-four (24) hours a day, seven (7) days a week, except for times in which any repair or maintenance required of Landlord pursuant to Paragraph 9.02, entitled "Landlord Repairs," is being conducted (provided that Landlord shall provide Tenant with reasonable advance notice of such repair or maintenance, and further provided that Landlord shall insure that the least number of means of ingress/egress shall be adversely affected at any one time). Additionally, electrical utilities for the Publix Elevators shall be provided through Tenant's electrical panel, and shall be configured to operate on Tenant's Generator in the event of a power failure.

19.06 Rights of Adjacent Property Owners. Subject to the terms and provisions of Paragraph 18.02(b) of this Lease, entitled "Common Area Rights of Others," no persons shall have any rights in the Common Area of the Project other than Landlord, tenants of the Project, and their respective employees, agents, invitees, licensees, subtenants, concessionaires, and contractors.

19.07 Paragraph 19.07 Area; Events.

(a) Paragraph 19.07 Area. Landlord acknowledges that Tenant's operations include sales and service activities not only within the Premises, but also within the Paragraph 19.07 Area set forth on the Site Plan (e.g. "carry-out" service to its customers' vehicles). In accordance with this acknowledgment and understanding, Landlord covenants and agrees that Tenant (to the extent permitted by applicable law) shall enjoy the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs, canvassing, demonstrations, or any similar activity within the Paragraph 19.07 Area, as well as the Sidewalk Area and the Service Area, or elsewhere in the Common Area.

(b) Events. Landlord further acknowledges and agrees that Tenant's operations from time to time include promotional, community, and similar events (each an "Event") from which Tenant, Landlord and other Project tenants may mutually benefit. In accordance with this acknowledgment and understanding, Landlord covenants and agrees that Tenant (to the extent permitted by applicable law) shall have the right to hold Events within the Sidewalk Area, the Service Area, or the Paragraph 19.07 Area without notice to Landlord; or elsewhere in the Common Area upon consent of Landlord prior to any such Event, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant hereby agrees that the exercise of its rights in respect to the Sidewalk Area, the Service Area, and the Paragraph 19.07 Area shall not interfere with vehicular traffic within the Common Area and with the business operation of any other tenants at the Project.

(c) Liability Insurance; Indemnification. The exercise by Tenant of its rights and privileges under this Paragraph 19.07 shall be subject to the terms and provisions of Article 13 of this Lease, entitled "Insurance," and Article 15 of this Lease, entitled "Mutual Indemnification."

16. Right of First Refusal. Article 41 of the Lease grants Tenant a right of first refusal with respect to purchasing the Project Tract, which Article 41 is hereinafter reprinted.

41. RIGHT OF FIRST REFUSAL

41.01 Right of First Refusal. If Landlord receives from, or tenders to, a third party (the "Third Party"), an acceptable, bona fide, arms-length offer (the "Offer") pursuant to which Landlord proposes to sell, convey, or assign to the Third Party, or grant to the Third Party an option to purchase, or undertake to lease (other than a typical premises lease pursuant to which the Third Party is the occupant) to the Third Party, all or a portion of the Project Tract, then, as a condition to Landlord's accepting the Offer from, or tendering the Offer to, the Third Party, Landlord shall, within five (5) business days of its receipt or tender of such Offer, deliver to Tenant written notice of the Offer (the "Notice of Offer"). The Notice of Offer shall set forth the name and address of the Third Party and all of the terms and conditions of the Offer, along with copies of all relevant documents pertaining to the Offer (collectively, the "Notice Documents"), including, but not limited to: (i) a copy of the proposed assignment, purchase, or lease agreement; (ii) a rent roll for the Project Tract, certified by Landlord to be true and correct; (iii) operating statements for the Project Tract for the immediately preceding twenty-four (24) months (or the period of operation of the Project Tract if less than twenty-four (24) months); (iv) copies of all loan documents encumbering the Project Tract or a reasonably detailed summary of any such financing; and (v) any other document, instrument or information relevant to Tenant's decision whether or not to purchase the Project Tract.

41.02 Right to Purchase; Time for Acceptance. Landlord hereby grants to Tenant the right to purchase or lease, as the case may be, the Project Tract or portion thereof described in the Offer upon the same terms and conditions set forth in the Offer. Tenant shall have thirty (30) days after receipt of the Notice of Offer and the Notice Documents to notify Landlord in writing of its election to exercise such right as herein provided. Notwithstanding any provisions set forth in the Offer or Notice of Offer to the contrary, if Tenant elects to exercise its right to purchase, Tenant shall have: (1) an inspection period beginning on the date of Tenant's election and ending on the later of: (i) the date that is thirty (30) days from the date of such election, or (ii) the expiration date of the inspection period set forth in the Offer or Notice of Offer, during which inspection period Tenant shall have the right to terminate its obligations under the Offer or Notice of Offer for any reason, or no reason, if Tenant determines in its sole discretion not to purchase the Project; and (2) thirty (30) days after the expiration of the inspection period to close the transaction. If Tenant fails to exercise such right as herein provided, such failure shall be deemed to be a waiver of Tenant's right as to that Offer, and Landlord may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof.

41.03 Reinstatement of Tenant's Purchase Right. If subsequent to Tenant not accepting the terms in the Offer: (i) the terms and conditions of the Offer are modified or amended in any way, or (ii) the transaction contemplated by the Offer is not consummated within one hundred eighty (180) days after the date of receipt by Tenant of the Notice of Offer, then, in either event, Tenant's rights hereunder shall be reinstated as to any modified or amended Offer, any offer continuing beyond

such one hundred eighty (180) day period, or any subsequent Offer received by Landlord from a third party or tendered by Landlord to a third party.

41.04 Application of Right of First Refusal. For purposes of this Article 41, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Landlord (except for the sale of stock of a publicly traded company on a nationally recognized stock exchange) shall be deemed a sale of all or a portion of the Project Tract. This right of first refusal shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise; provided, however, this right of first refusal shall apply to any subsequent sale of all or a portion of the Project Tract by any person or entity acquiring title through a foreclosure sale, deed in lieu of foreclosure or otherwise. This right of first refusal shall not apply to any sale, transfer, conveyance, or assignment of all or a portion of the Project Tract to an entity controlled by Masoud Shojaee or any family member of Masoud Shojaee. This right of first refusal shall not apply to transfers in connection with a condemnation or under threat of condemnation. This right of first refusal shall continue in full force and effect for so long as this Lease remains in effect and shall be binding upon any successor in interest to Landlord, whether by sale of all or a portion of the Project Tract or transfer of all or a portion of the entity constituting the Landlord.

[SIGNATURES APPEAR ON THE FOLLOWING TWO PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LANDLORD:

SHOMA NORTH BAY VILLAGE, LLC,
a Delaware limited liability company

Witnesses:

Print Name: Katherine Chang

Print Name: Gael Arnedo

By: _____
Masoud Shojaee
Manager

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☑ physical presence or ☐ online notarization this 27th day of July, 2023, by Masoud Shojaee, Manager, of SHOMA NORTH BAY VILLAGE, LLC, a Delaware limited liability company, on behalf of the company. Such person ☑ is personally known to me or ☐ has produced a _____ as identification.

SEAL:

RAQUEL PRISCILA CHONG BADAMO
MY COMMISSION # HH 260667
EXPIRES: October 24, 2026

NOTARY

Raquel Priscila Chong Badamo
Printed Name of Notary
Commission No. and Expiration Date

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

TENANT:

PUBLIX SUPER MARKETS, INC.
a Florida corporation

Witnesses:

Dani R. Hotton
Print Name: Dani R. Hotton

Kaylie Varney
Print Name: Kaylie Varney

By: Bridgid A. O'Connor
Bridgid A. O'Connor
Vice President of Real Estate Strategy

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of October, 2023, by BRIDGID A. O'CONNOR, Vice President of Real Estate Strategy of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. Such person ☒ is personally known to me or ☐ has produced a _____ as identification.

SEAL:

NOTARY PUBLIC STATE OF FLORIDA
JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

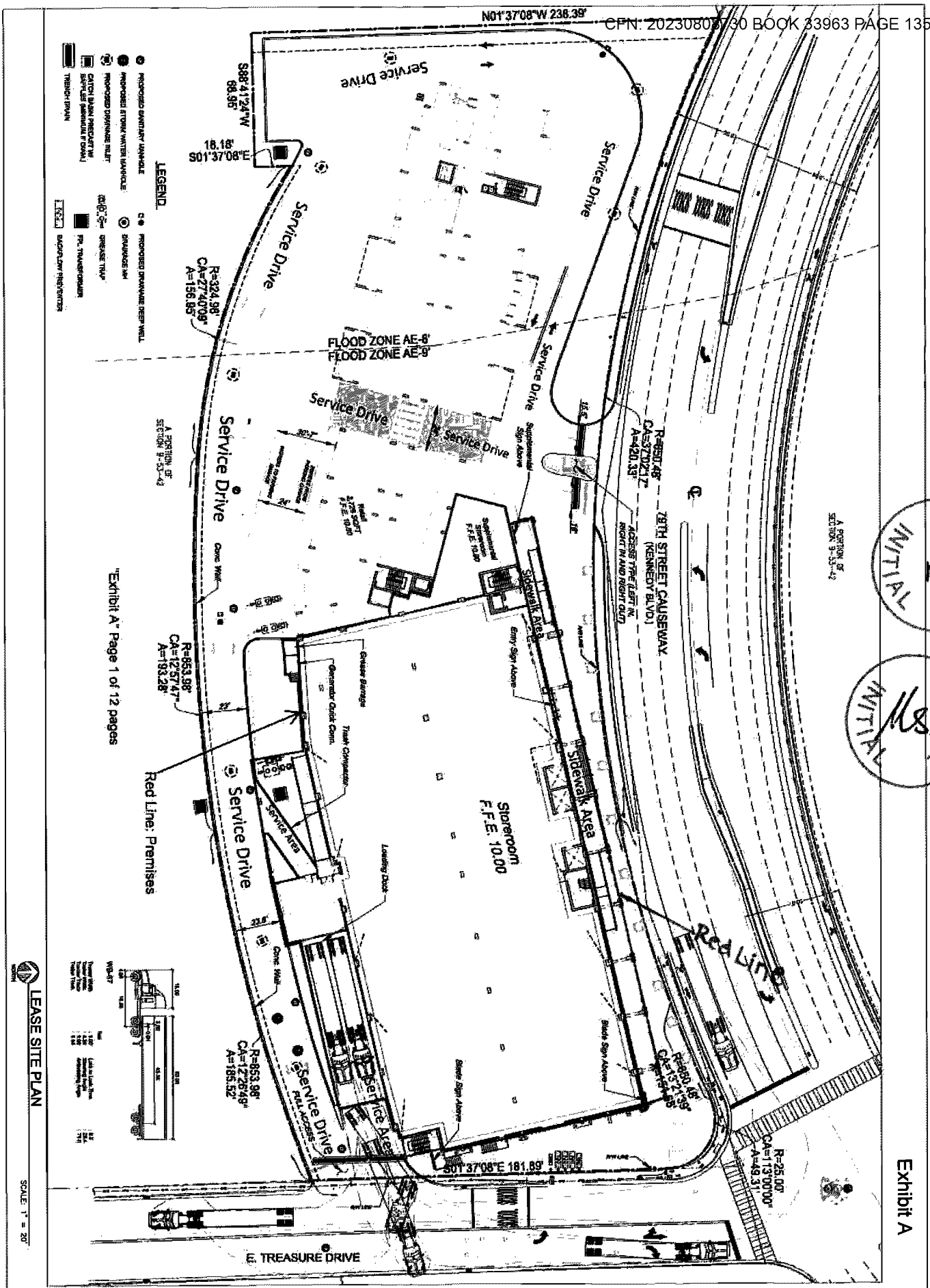
Jessica Hernandez
NOTARY

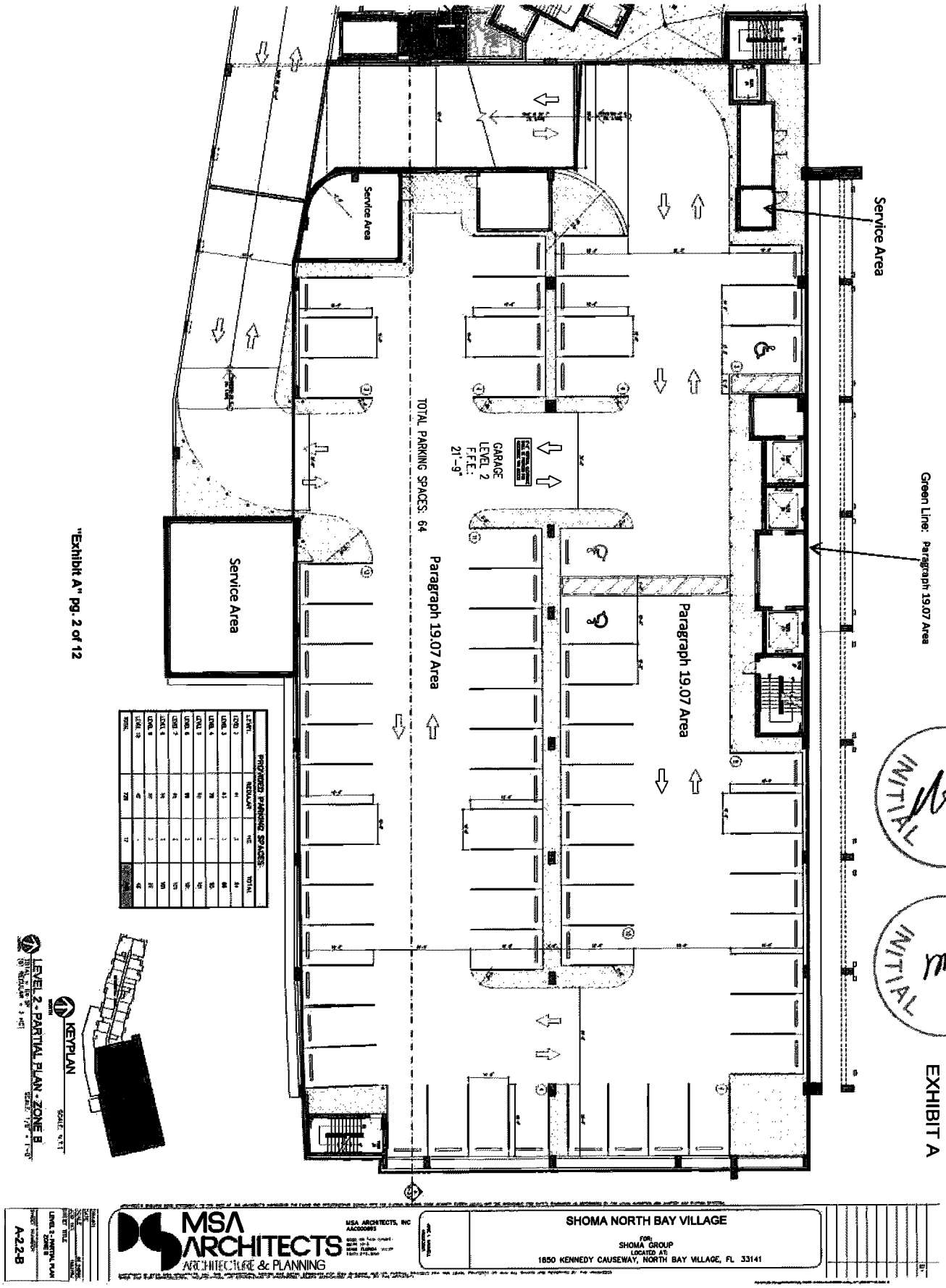
Jessica Hernandez
Printed Name of Notary
Commission No. and Expiration Date

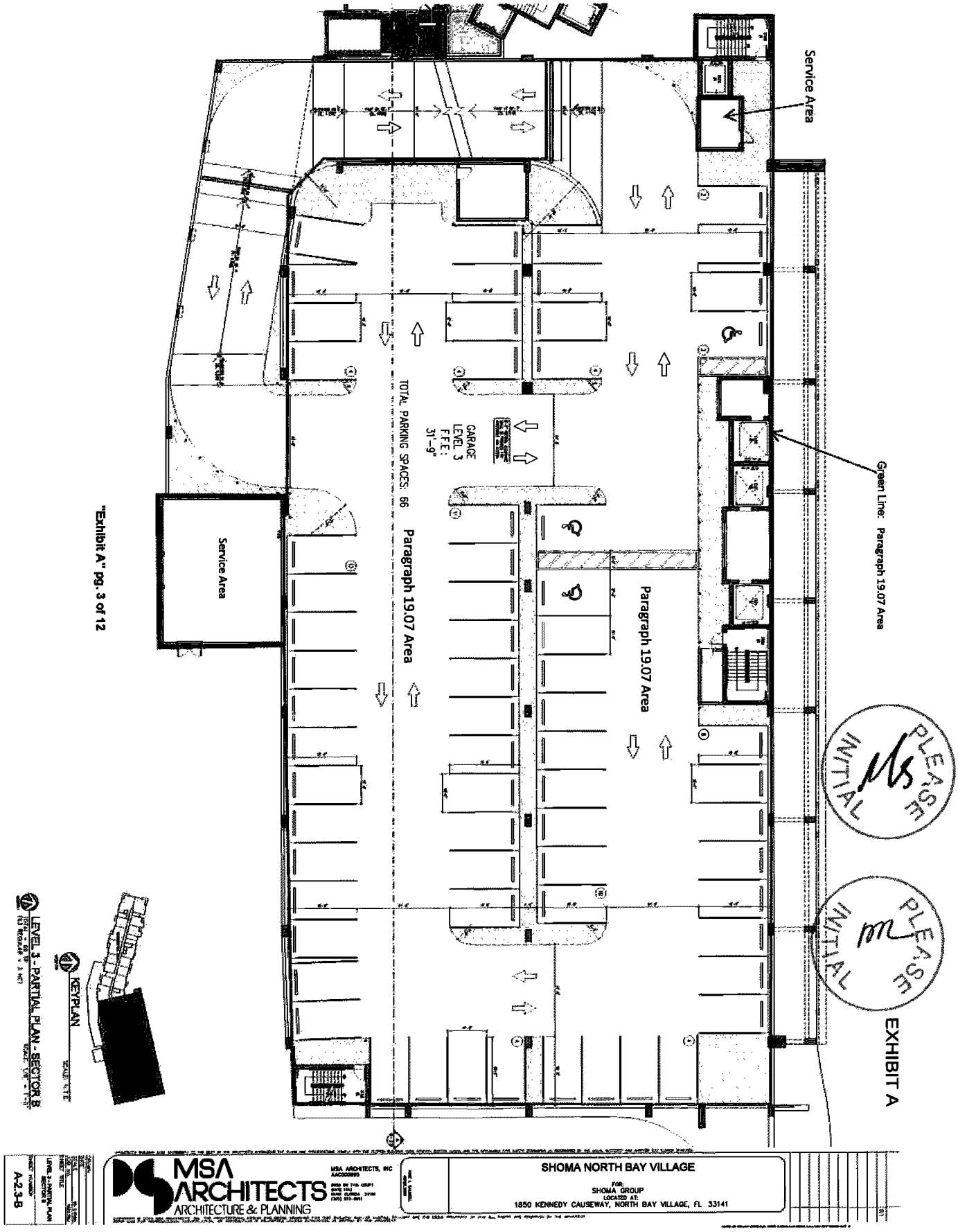
EXHIBIT "A"

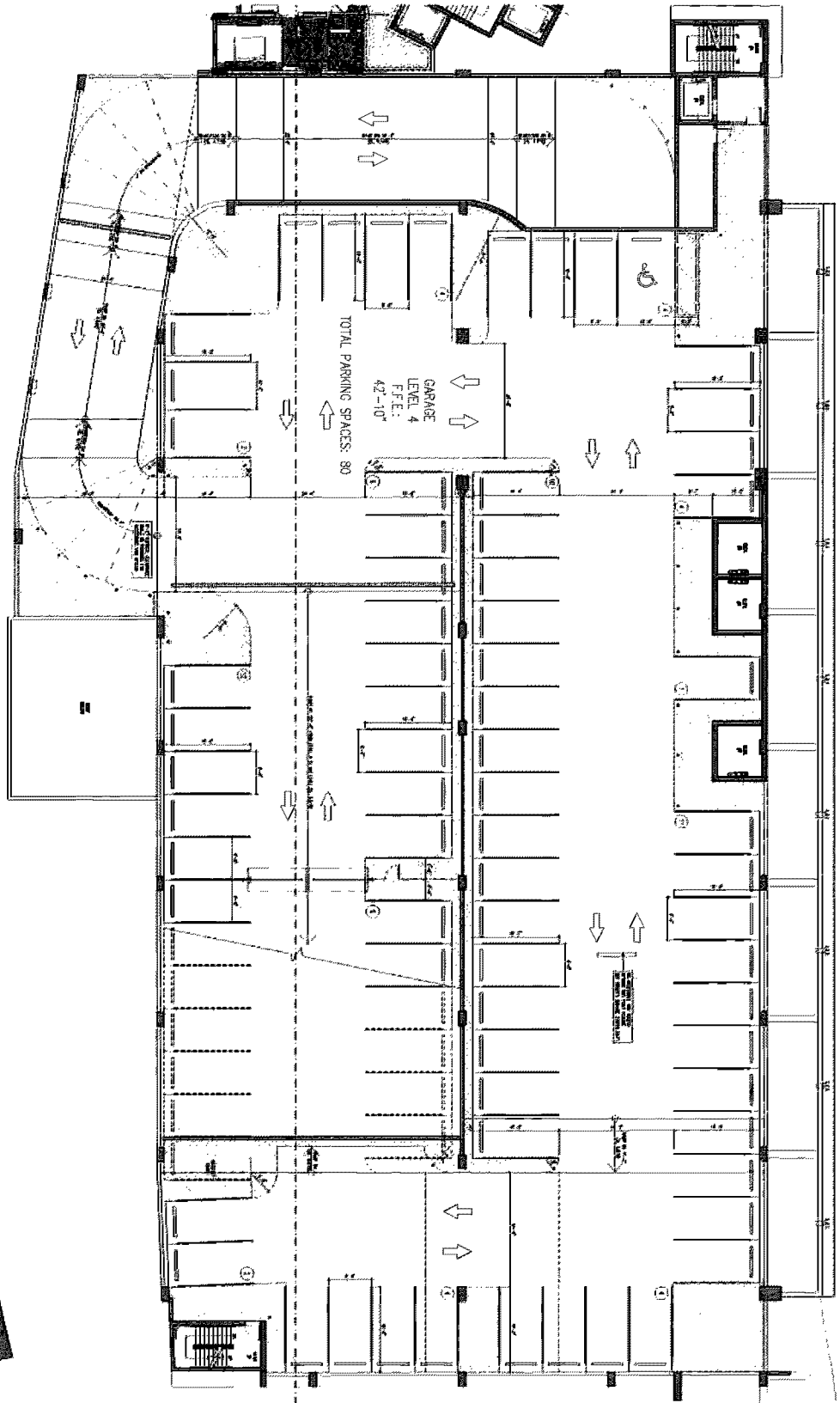
[SITE PLAN]

End of Exhibit "A"


N01°37'08"W 236.39'
Service Drive
S88°41'24"W 66.95'
16.18'
S01°37'08"E
LEGEND
PROPOSED SANITARY MANHOLE
PROPOSED STORM WATER MANHOLE
PROPOSED DRAINAGE INLET
CATCH BASIN PRECAST W/ SHIELDS (GARNIELA ST DRAIN)
TRENCH DRAIN
GREASE TRAP
BACKFLOW PREVENTER
PROPOSED DRAINAGE DEEP WELL
DRAINAGE MH
FPL TRANSFORMER
R=324.98'
CA=27°40'09"
A=156.85'
FLOOD ZONE AE-6'
FLOOD ZONE AE-9'
Service Drive
Service Drive
Service Drive


Service Area
Service Area
Service Area
GARAGE LEVEL 2 F.F.E. 21'-9"
TOTAL PARKING SPACES: 64
Paragraph 19.07 Area
Paragraph 19.07 Area
Paragraph 19.07 Area
Green Line: Paragraph 19.07 Area
PROVIDED PARKING SPACES:
LEVEL 2 - PARTIAL PLAN - ZONE B
KEYPLAN
PLEASE INITIAL
PLEASE INITIAL
EXHIBIT A
"Exhibit A" pg. 2 of 12
MSA ARCHITECTS
ARCHITECTURE & PLANNING
MSA ARCHITECTS, INC
AAC000695
SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1650 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141
A-2.2-B


Service Area
Green Line: Paragraph 19.07 Area
GARAGE LEVEL 3 F.F.E. 31'-9"
TOTAL PARKING SPACES: 66
Paragraph 19.07 Area
Service Area
Paragraph 19.07 Area
"Exhibit A" pg. 3 of 12
PLEASE INITIAL
PLEASE INITIAL
EXHIBIT A
LEVEL 3 - PARTIAL PLAN - SECTOR B
KEYPLAN
MSA ARCHITECTS
ARCHITECTURE & PLANNING
MSA ARCHITECTS, INC
AAC0000995
SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141
A-2.3-B



"Exhibit A" pg. 4 of 12

LEVEL 4 - PARTIAL PLAN - SECTOR B

KEYPLAN

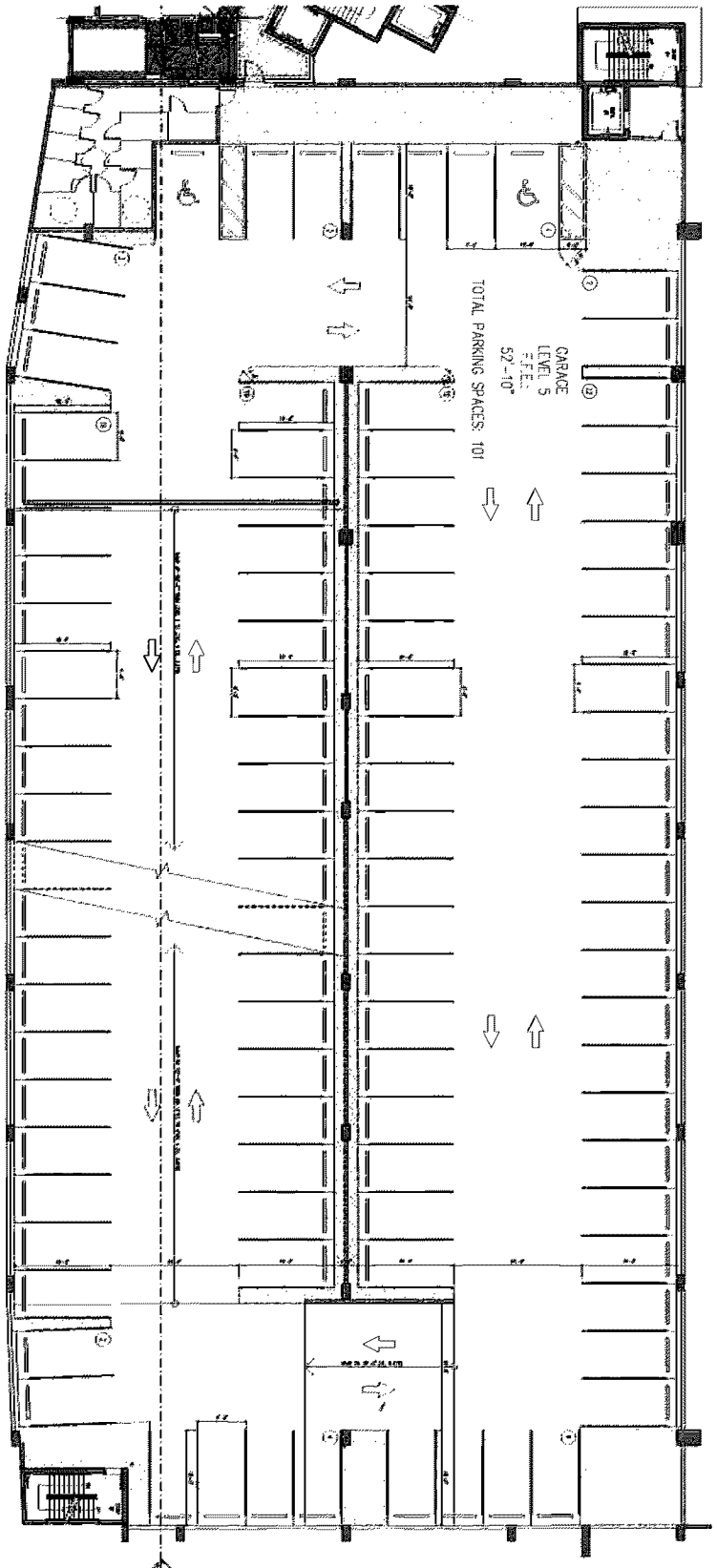
EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.4-B



"Exhibit A" pg. 5 of 12

EXHIBIT A

LEVELS 5 - PARTIAL PLAN - SECTOR B

KEYPLAN

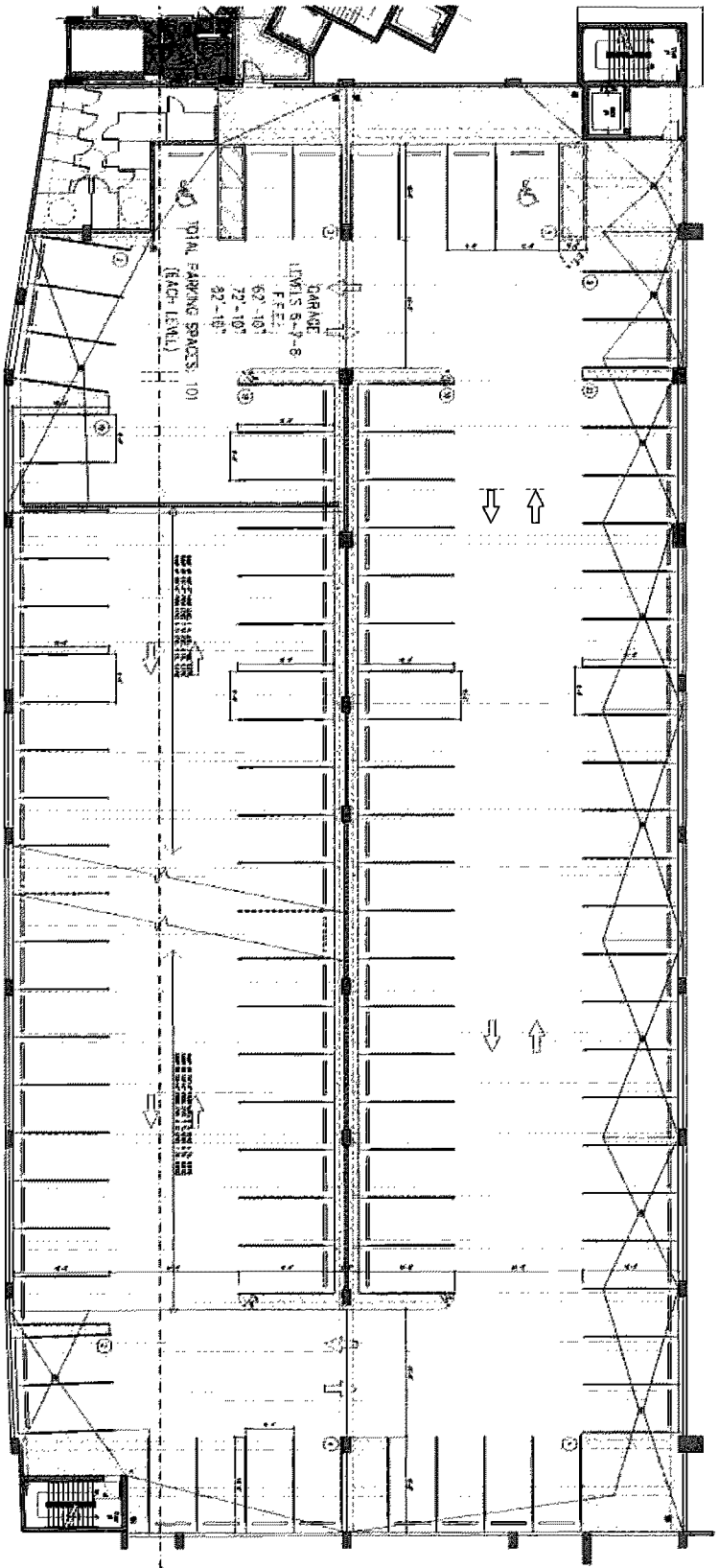
MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
ASSOCIATES

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

A-2.5-B



"Exhibit A" pg. 6 of 12

LEVELS 6-7-8 - PARTIAL PLAN - SECTOR B

KEYPLAN

EXHIBIT A

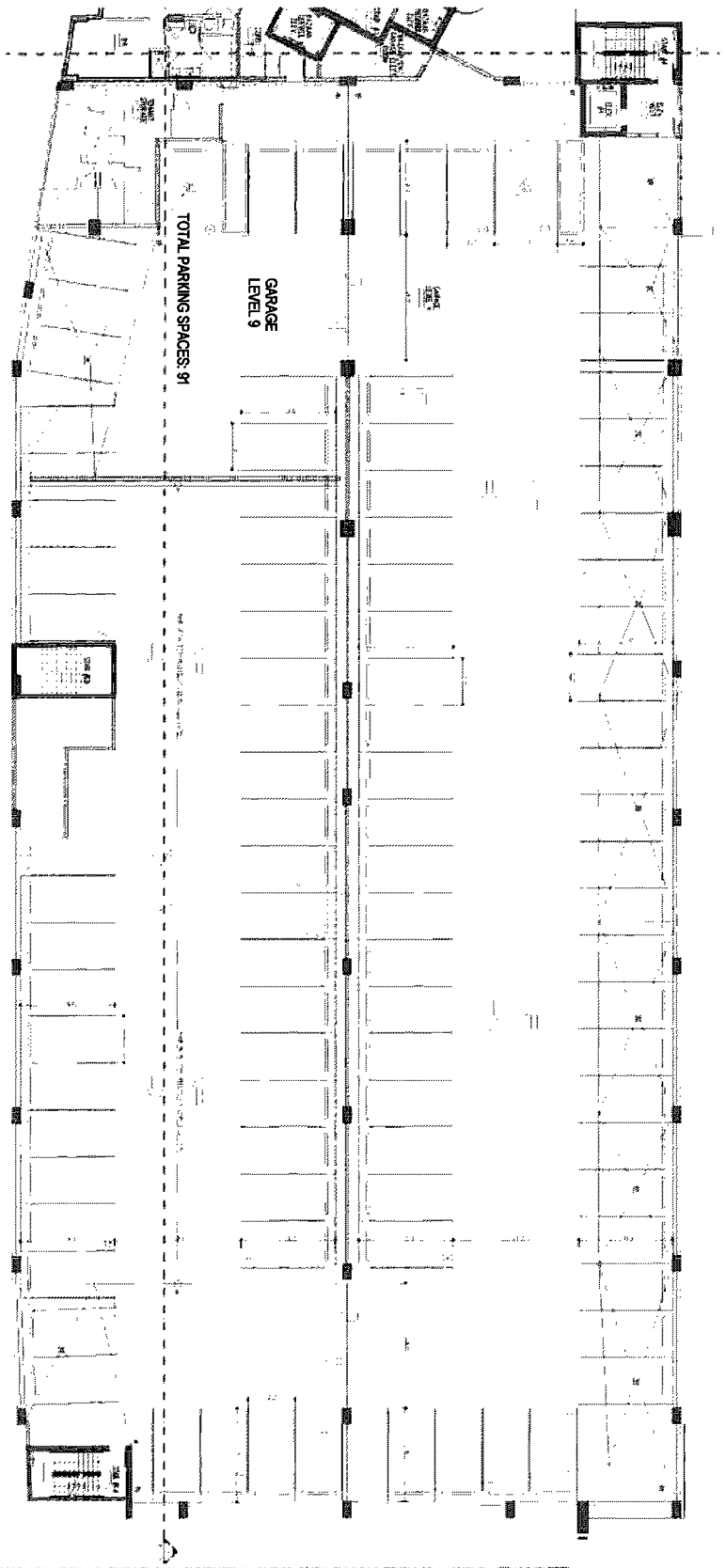
MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC
AAC000685

SHOMA NORTH BAY VILLAGE

FOR
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.6-B



"Exhibit A" pg. 7 of 12

LEVEL 9 - PARTIAL PLAN - SECTOR B

KEYPLAN

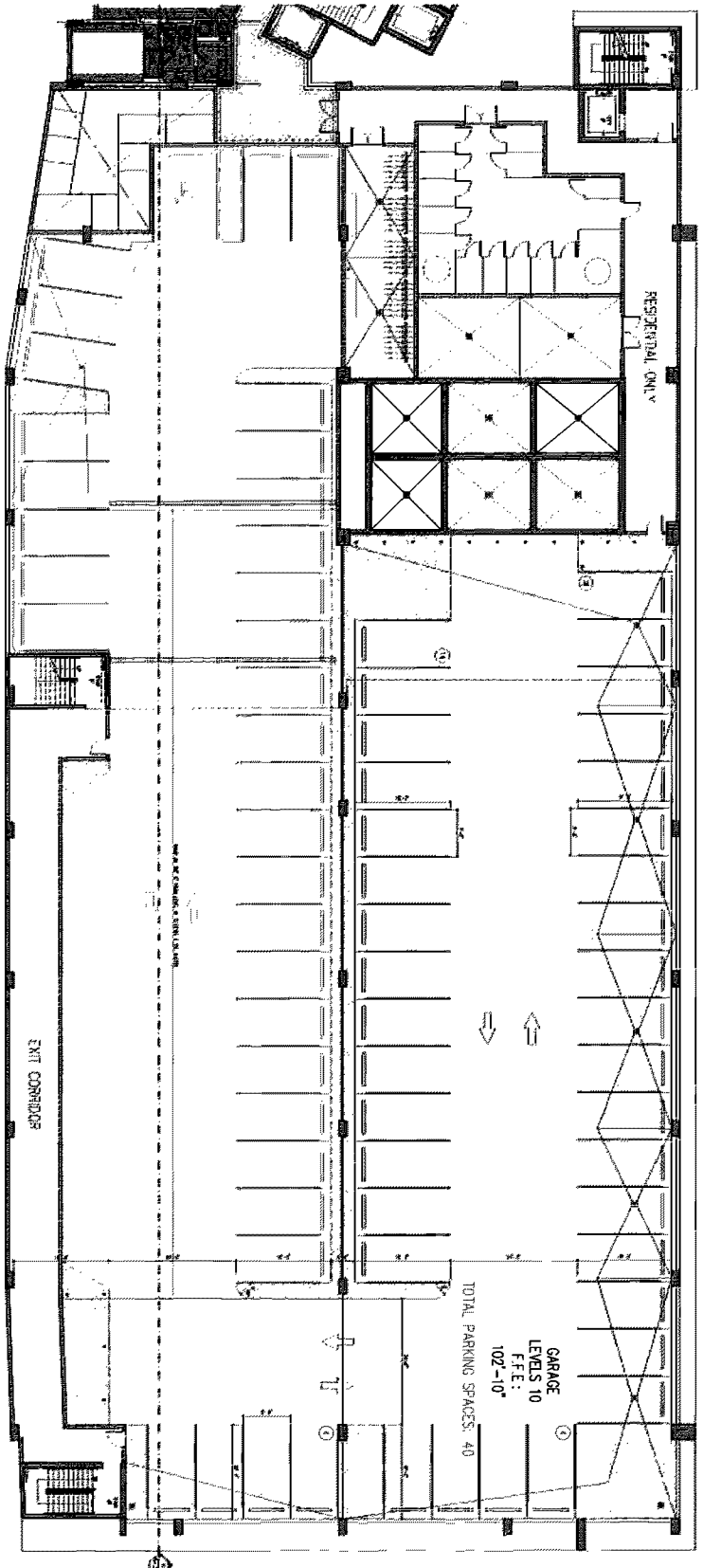
EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.9-B



LEVEL 10 - PARTIAL PLAN - SECTOR B

KEYPLAN

"Exhibit A" pg. 8 of 12

EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

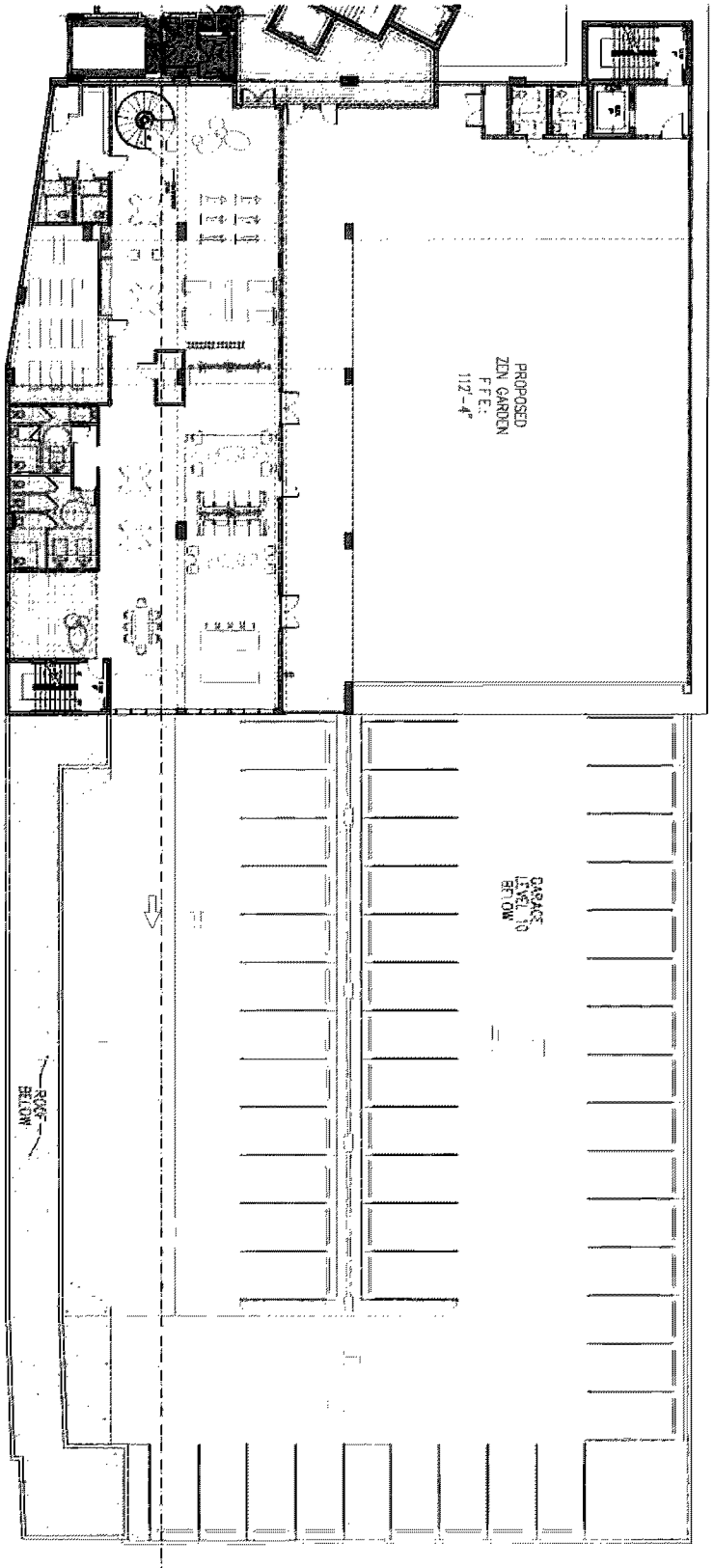
MSA ARCHITECTS, INC
AAC000885

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.10-B

LEVEL 10 PARTIAL PLAN



"Exhibit A" pg. 9 of 12

EXHIBIT A

LEVEL 11 - PARTIAL PLAN - SECTOR B

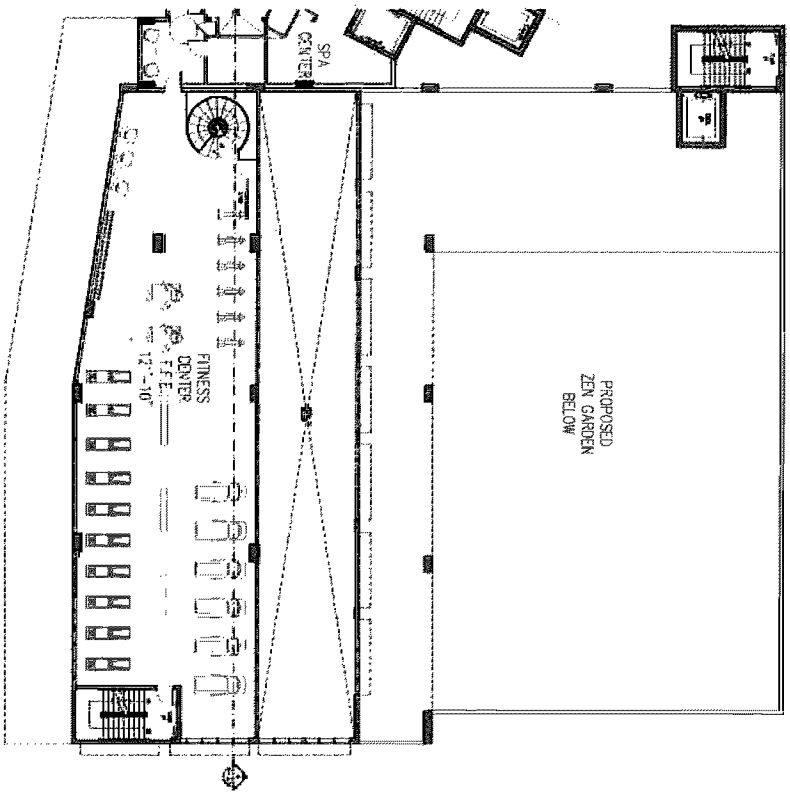
KEYPLAN

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.11-B



"Exhibit A" pg. 10 of 12

LEVEL 12 - PARTIAL PLAN - SECTOR B

KEYPLAN

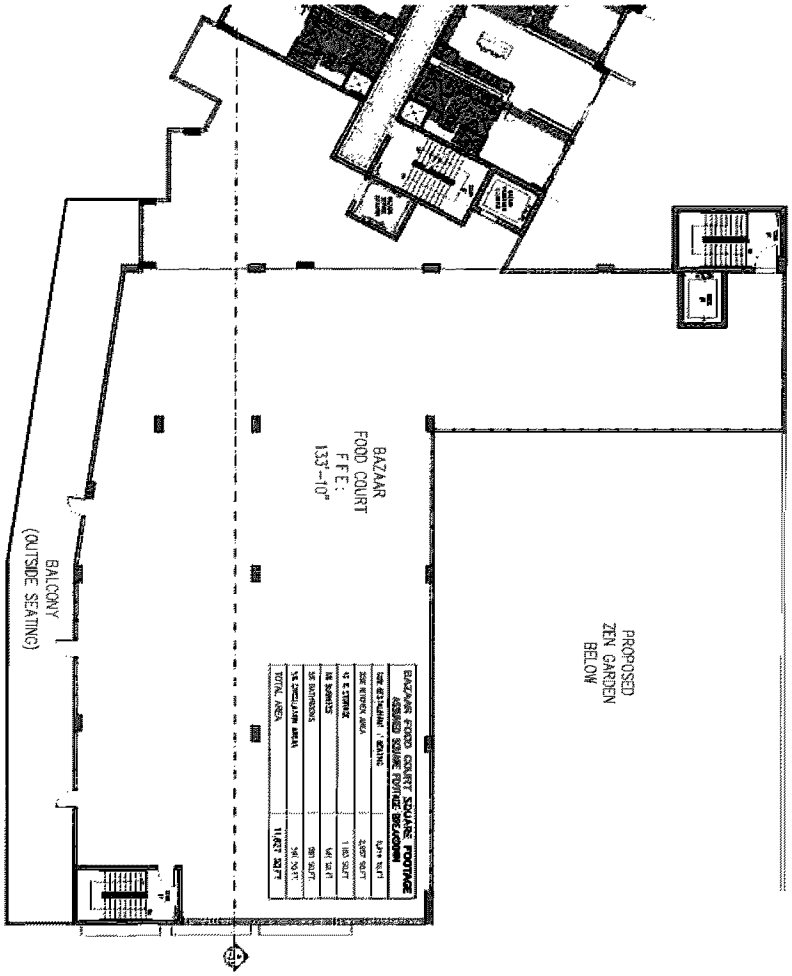
EXHIBIT A

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

A-2.12-B



"Exhibit A" pg. 11 of 12

EXHIBIT A

LEVEL 13 - PARTIAL PLAN - SECTOR B

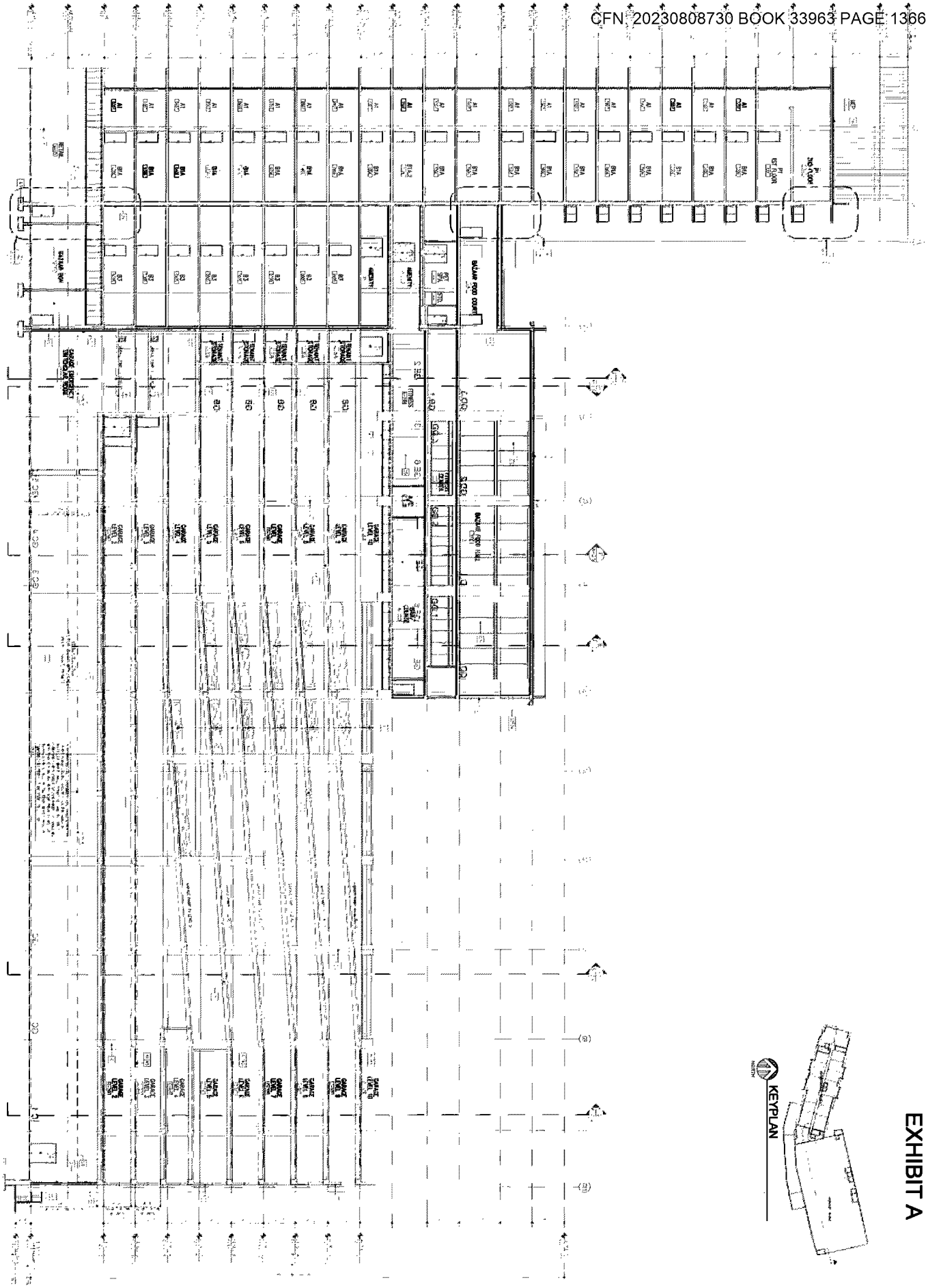
KEYPLAN

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

A-2.13-B



(3-) SECTION A

"Exhibit A" pg. 12 of 12

BUILDING SECTIONS

PROGRESS 05/26/2023

A-3.5

KEYPLAN

EXHIBIT A

MSA ARCHITECTS

MSA ARCHITECTS INC

SHOMA NORTH BAY VILLAGE

SHOMA GROUP
LOCATED AT
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141

EXHIBIT "B"

PROJECT TRACT LEGAL DESCRIPTION

Parcel 1:

A portion of the Southeast one-quarter of Section 9, Township 53 South, Range 42 East described as follows:

Commencing at the one half mile post on the West line of Section 9, Township 53 South, Range 42 East; as shown on the map of Highway Right-of-Way of proposed Northeast Seventy-ninth Street Causeway, which same is recorded in Plat Book 25, at page 70, of the Public Records of Miami - Dade County, Florida; thence N88°41'24" E along the center line of the above Right-of-Way for 1560.00 feet; thence S 01°37'08" E for 50.00 feet to a point of intersection with the South line of the above mentioned Right-of-Way, as now constructed; thence N 88°41'24" E along the South line of said Right-of-Way for 1943.16 feet to the point of curvature of a circular curve to the right; thence to the right along said curve having a radius of 557.82 feet and a central angel of 38°12'00" for an arc distance of 371.91 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 48°08'54" for an arc distance of 546.63 feet to the POINT OF BEGINNING; thence continue along the aforementioned curve having a radius of 650.48 feet and a central angle of 16°43'50" for and arc distance of 189.84 feet to the point of intersection with the West Right-of-Way line of East Treasure Drive; thence S01°37'08" E along said Right-of-Way line of 220.83 feet to a point on a circular curve concave Northwesterly, having a radius of 853.98 feet; and from which a radial line bears N 21°26'37" W; thence Southwesterly along the arc of said curve for 185.52 feet through a central angle of 12°26'49"; thence N 01°37'08" W along a line parallel to and 180.00 feet West of the West Right-of-Way line of East Treasure Drive for 205.71 feet to the POINT OF BEGINNING; less the area bounded by the South Right-of-Way line of 79th Street Causeway, bounded by the West Right-of-Way line of East Treasure Drive and bounded by a 25 foot radius arc, concave Southwesterly and being tangent to the last two described lines. Lying and being in the City of North Bay Village, Miami-Dade County, Florida.

Parcel 2:

A portion of the Southeast one-quarter of Section 9, Township 53 South, Range 42 East described as follows:

Commencing at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East; as shown on the MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, which same is recorded in Plat Book 25, Page 70, of the Public Records of Dade County, Florida; thence N 88°41'24" E along the center line of the above right-of-way for 1560.00 feet to a point; thence S 1°37'08" E for 50.00 feet to a point on the South right-of-way of said Seventy-Ninth Street Causeway; thence N 88°41'24" E along the South line of said right-of-way for 1943.16 feet to the point of curvature of a curve to the right; thence to the right along said curve having a radius of 557.82 feet and a central angle of 38°12'00" for an arc distance of 371.91 feet to a point of reverse curvature; thence to the left along a curve having a radius of 650.48 feet and a central angle of 11°09'40" for an arc distance of 126.14 feet to the POINT OF BEGINNING; thence continue along the aforementioned curve having a central angle of 37°02'17" for an arc distance of 420.33 feet to a point; thence S 1°37'08" E for 205.71 feet to a point on the arc of a non-tangent curve to the right from which a radial line bears N 08°55'50" W; thence to the right along said curve having a radius of 853.98 feet, a central angle of 12°57'47" for an arc distance of 193.28 feet to a point of curvature of a curve to the right; thence continue along said curve to the right having a radius of 324.98 feet, a central angle of 27°40'09" and an arc distance of 156.95 feet to a point; thence S 1°37'08" E for 18.18 feet to a point; thence S 88°41'24" W for 68.95 feet to a point; thence N 1°37'08" W for 238.39 feet to the POINT OF BEGINNING.

End of Exhibit "B"

UTRERA LAW

CHRISTOPHER M. UTRERA, ESQ.
cmu@utreralaw.com

April 4, 2025

VIA EMAIL

Ms. Haydee Sera, Esq.
North Bay Village Attorney
Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Hsera@wsh-law.com

Re: 1872 79th Street Causeway / Shoma Bay

Dear Ms. Sera,

As you are aware, Utrera Law has the pleasure of representing Shoma North Bay Village, LLC ("Shoma" or "Developer") as it pertains to the development of the property located at 1879 79th Street Causeway (the "Project"). Reference is made to the March 11, 2025 correspondence from our office ("Shoma's Response") and the defined terms used therein. Please allow this correspondence to serve as a continuation of the discussion commenced at the North Bay Village Commission ("Commission") meeting held on March 18, 2025 ("Meeting"), and more specifically, a reply to the Commission's proposal concerning the Community Contribution Fee and Payment in Lieu of Workforce Housing (collectively, the "Additional Payments").

Delays in Project Permitting

Prior to providing Shoma's reply, the reasoning behind it must be articulated. Setting aside our disagreement over the interpretation of the relevant provisions of the Agreement, the fact remains that at least a portion of the complained of "delay" in development of the Project is the result of the Village's own shortcomings. On March 24, 2025, Shoma provided the Village Manager, Frank Rollason, detailed correspondence and plethora of evidence providing examples of these shortcomings, particularly within the Village's Public Works Department ("Public Works"). As explained in said correspondence (a copy of which you have received), Public Works took extended periods of time to respond to requests, and in some instances simply did not understand what was needed of it. Furthermore, Shoma has learned that the Public Works director created numerous delays and issues with not only this Project, but many other projects and initiatives throughout the Village. Nevertheless, from what Shoma understands, many of these problems have been resolved and we can all agree that Public Works is running "much smoother"

now. However, the delays cited to by Shoma cannot be ignored.

As provided for in the Agreement, "[t]he time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project." See Article 4.c. Furthermore, it should be noted that Article 7.g. requires the Village to "diligently proceed with the processing of any building permit applications submitted by the Developer for the Project and, to the extent feasible, expedite the issuance of the necessary Village permits for the Project." The information provided to the Village Manager demonstrates the permitting challenges that limited Shoma's ability to expeditiously continue the development of the Project, as there was an evident lack of diligence on the part of the Village.

As alluded to in Shoma's Response and at the hearing, any litigation that would result from the Village's refusal to issue a final Master Building Permit, or require the Additional Payments be made, would undoubtedly flush this all out and bring to light the "challenges" experienced with Public Works (not just for the Project, but throughout the Village), as any continued effort to delay issuance of the Master Building Permit based on the Additional Payments would be treated as further breach of these provisions.

"Breaking Ground"

While there is no need to further expand on the substance in Shoma's Response, it is important to refer the Commission to its own words and intentions. Shoma has gone back and reviewed the public hearing recordings from the November 2023 Commission meeting where the Agreement was discussed and voted on. What is clear from the meeting is the following – the Commission wanted Shoma to "break ground" and "start construction" prior to November 15, 2024. Please review the meeting video recordings to confirm. When the deadline of November 15, 2024 is discussed at said meeting, the Commission expressly stated it wanted Shoma to "break ground" and start construction by said deadline. Here, it simply cannot be argued that Shoma has not broken ground and started construction. The analysis employed by Shoma in its Response and contemplated by the Commission in November of 2023 support each other – the goal was to have started construction – not necessarily have obtained the Master Building Permit.[1]

Once again, should this matter proceed to litigation, this is precisely the type of information and evidence Shoma would present to support its position. Interestingly, it should be noted that at the Meeting, certain members of the Commission made it a point to criticize Shoma for allegedly not "clearing up" what a shell building permit meant, or for not abiding by what it agreed to in the

[1] Please note, as mentioned at the Meeting, the Florida Building Code's definition of the "start of construction" includes the following language: "[t]he actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns."

Agreement. At this point, it appears that similar statements must be posed in the reverse – the Village seemed to understand what it wanted and agreed to, but is now asserting something else. At this rate, it would be difficult for the Village to avoid the words and understanding of its own Commission.

Selective Enforcement

Another matter that must be considered when weighing Shoma's response to the Commission's proposal is what appears to be a situation of selective enforcement on the part of the Village. Shoma has learned that the Commission seems to be selectively choosing which development agreements to enforce – whether for personal reasons, monetary reasons, or public concerns. Nevertheless, it appears that Shoma is on the "selected" side of the Village's enforcement efforts. This would serve as a violation of Shoma's Equal Protection rights. Something Shoma does not take lightly and will seek to completely uncover if necessary.

In fact, in reviewing the recordings of the very same Meeting where Shoma was painted as the defaulting party, the Commission was recorded discussing and electing to not enforce other development agreements within the Village. Interestingly, this was within minutes of Shoma being told that it was Shoma who was forcing the Commission to take this position. Respectfully, and whatever the reasoning, the Commission should not be allowed to do this. This seems all the more troublesome when considering prior unsuccessful attempts by the Village to extract funds from Shoma. Again, Shoma is prepared to further investigate this and uncover all other selective enforcement efforts by the Commission and the reasoning behind same.

Shoma's Offer

With the above in mind, and as requested by the Commission, Shoma does have a reply to the Commission's proposal discussed at the meeting: maintenance of the current course without any payment of any additional funds associated with the Additional Payments.

Nevertheless, Shoma is aware that the Village is in desperate need of funding for various projects, including the construction of its Village Hall. While Shoma believes this effort to extract the Additional Payments from Shoma is an attempt to compensate for this need, Shoma is still desirous of working with the Village to assist. As a sign of good faith, Shoma proposes making an additional $100,000.00 payment in line with its Village Hall Contribution required by the Agreement. See Article 7.d. of the Agreement. Please note, this is being offered not because Shoma believes it is required to offer any additional amounts to the Village or that it must find some "middle ground." Instead, this is being offered because Shoma does in fact appreciate its working relationship with the Village, shares the Village's goal of having the Project completed as soon as possible, and as it has stated countless times, Shoma wants to provide the Village and its residents the improvements they deserve. This includes not just the Shoma Bay Project and new Publix grocery store, but an exceptional and transformational Village Hall. Shoma hopes the Commission will consider and accept this offer so the two sides can amicably move forward.

Shoma expressly reserves all rights, claims, and defenses under the Agreement, applicable Florida and Federal law, and at equity. Nothing in this letter shall be construed as a waiver of any such rights or as an admission of any fact or legal conclusion. Once again, we respectfully request that the Village promptly withdraw the Notice of Default and confirm, in writing, that the Village intends to proceed in accordance with Shoma's offer herein.

As always, should you wish to discuss anything discussed in this correspondence, please feel free to reach out to me.

Sincerely,

UTRERA LAW



CHRISTOPHER M. UTRERA, ESQ.

cc: Client (via email)
Mario Garcia-Serra, Esq. (via email)
Tony Recio, Village Attorney (via email)

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: June 17, 2025

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion on Workforce Housing Program/Resilient Housing Trust Fund - Sponsored by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS
Discussion on the existing Resilient Housing Trust Fund and Workforce Housing Program and Proposed Modifications of the Village's Program.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
tbd

PERSONNEL IMPACT
tbd

ATTACHMENTS
NBV Workforce Housing Program Update- June 17 Meetig.pdf
Presentation- Workforce Housing Update 6-17-25.pdf

Date: June 4, 2025

To: North Bay Village Commission

Cc: Frank Rollason, Village Manager

From: Vickki Placide-Pickard, CGA Planning and Grant Administrator

Subject: Workforce Housing Programs Update

This memo provides an update on the workforce housing payment in-lieu fees and the status of the workforce housing programs.

North Bay Village implemented its Pilot Workforce Housing Programs on August 1, 2024. Three programs were launched:

- Rental Assistance- $4,500 (security deposit, first and last month)
- Down Payment/ First Time Homebuyer Assistance- $30,000
- Utility Assistance- $10,000

Program Progress

To date, two recipients received assistance through the rental assistance. There have been many inquires via emails and phone calls however interested persons were primarily seeking assistance for monthly rental assistance and grant assistance.

The Village has received inquiries on the Downpayment Assistance program, currently two banks have approved the Villages purchase assistance underwriting criteria, they are Bank of America and Truist, however participants have not secured sales contracts and a mortgage to purchase in the Village.

There have been no inquires on the utility assistance program, the program is specifically for seniors on a fixed income.

Program funds expended

Rental assistance- $8,530

Resiliency Housing Fund Balance

NBV received payments of $1,068,910 from Shoma and Continuum projects. Continuum's final payment of $737,185 is due at the issuance of the building permit.

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

Shoma owes an additional $3,807,000 since the Developer did not meet the November 16, 2024 deadline to obtain a building permit on the property or alternatively enter into a required agreement to provide 34 workforce housing dwelling.

Challenges

Some challenges of the program when speaking to interested participants:

- Seeking grant assistance/deferred loan program which does not require repayment once the participant meets all the obligations of the program.
- Although participants meet the program eligibility, they are unable to make monthly loan payments
    - Receiving payments on-time from participants. The participants who received loan assistance from the village are usually late on making payments to the Village. Multiple emails reminders and text messages are done to receive payments.

Increase Workforce Housing Income Categories

- Increase the program income category from 100% AMI to 140% AMI

2025 Miami-Dade County Area Median Income

Household Size	100% AMI	120% AMI	140% AMI
1	$86,800	$104,160	$121,520
2	$99,100	$118,920	$138,740
3	$111,500	$133,800	$156,100
4	$123,900	$148,680	$173,460
5	$133,900	$160,680	$187,460
6	$143,800	$172,560	$201,320

Additional Program Proposed

Adding the Condominium Special Assessment Program to the NBV Workforce Housing Programs. Replicating the Miami-Dade County's program. Village Residents can receive up to $25,000.

The program is designed to provide funding assistance to help condominium owners in NBV pay for special assessment requirements that arise from rehabilitation and repairs due to applicable building integrity recertification requirements.

<u>Overview</u>

- The program will address physical damage to the condominium
- The homeowner must reside in the unit and it must be their primary residence and homestead; Investment owners are not eligible for program assistance
- A description of the work to be done and or the Scope of Work will be required to determine the loans assistance

- Semi-annual reports from the Condominium Association will be required
- One-time assessment per unit owner
- The rehabilitation funds will be payable to the Condominium Association
- Mortgage payments and HOA/Maintenance fees must be current
- A description of the work to be done and or the Scope of Work will be required to determine the loans assistance

Loan Terms

- Zero percent interest
- 30 years
- Monthly payment approximately $70.
- Any cash assets exceeding $50,000.00 must be used for down payment up to 10% of the loan amount

Valid Documents

- Florida driver's licenses or State ID
- Warranty Deed, Quit Claim Deed or other evidence of ownership of the property
- Last four paystubs, unemployment compensation, valid social security award letter and evidence of pensions, child support/alimony payments; if applicable
- Copy of social security cards for applicant and co-applicant only
- Proof of US citizenship or current permanent legal residency
- Most current 3 months bank statements for all accounts; must reflect monthly balances
- Mortgage payment must be current and provide copy of current mortgage statement. No coupons accepted
- Copy of current HOA Fees
- Birth certificates for all household members regardless of age. No birth cards accepted
- Last 2 years Federal Income Tax Returns including W-2s, all pages and schedules
- Current SSA-1099 form
- Proof of hazard insurance, flood insurance; if applicable.
- Copy of last utility bills (electric and water bill)
- Copy of Discharged Bankruptcy including all schedules and pages; if applicable
- Divorce Decree and/or Death Certificate; if applicable

The loan is secured through a 2nd mortgage

Additional Rental Assistance

Adding lease renewals to the rental assistance program. The program will provide rental assistance to participants with lease renewals. Participants will receive up to $4,500 to go towards one month lease payment and other eligible fees.

Similar to the existing rental assistance, the loan is secured through security agreement.

Marketing
Promote the program monthly throughout the year. Since the assistance needed varies for residents and interested participants. Promoting the program monthly will remind individuals of the program when needed.



Workforce Housing Update

North Bay Village Commission

June 17, 2025

Workforce Housing Trust Fund

Development	Initial Contribution	Payment Received	Balance	Due Date
Shoma	$987,000	$987,000	$3,807,000*	
Continuum	$819,095	$81,910	$737,185	@ bldg. permit
Total	**$1,806,095**	**$1,068,910**	**$4,544,185**	

* *since the Developer did not meet the November 16, 2024 deadline to obtain a building permit on the property or alternatively enter into a required agreement to provide 34 workforce housing dwelling.*

Existing Programs

- Down Payment/Homebuyer Assistance- $30,000
- Rental Assistance- $4,500
- Utility Assistance- $10,000

Program Progress

- Two recipients received assistance through the rental assistance program.
- Received many inquires via emails and phone calls however interested persons primarily seeking assistance for monthly rental assistance and grant assistance.
- Downpayment/Home Buyer- working with two banks- Bank of America and Truist. No participants have secured sales contracts and a mortgage to purchase in the Village.
- No inquires on the utility assistance program; the program is specifically for seniors on a fixed income.

Program funds Expended

- $8,530 (rental assistance)

Challenges

- Interested participants are seeking grant assistance/deferred loan program.
- Although interested participants meet the program eligibility, they are unable to make monthly loan payments due to existing financial responsibilities.
- Receiving late payments from participants. Multiple emails and and text message reminders.

Increase Income Categories

- Increase income category from 100% AMI to 140% AMI.

Household Size	100% AMI	120% AMI	140% AMI
1	$86,800	$104,160	$121,520
2	$99,100	$118,920	$138,740
3	$111,500	$133,800	$156,100
4	$123,900	$148,680	$173,460
5	$133,900	$160,680	$187,460
6	$143,800	$172,560	$201,320

New Program

- Adding Condominium Special Assessment Program to the NBV Workforce Housing Programs.
- Replicating Miami-Dade County's program.
- Receive up to $25,000.
- The program is designed to provide funding assistance to help condominium owners in NBV pay for special assessment requirements that arise from rehabilitation and repairs due to applicable building integrity recertification requirements.

Loan Terms

- Interest Rate: zero (0) percent
- Term:30 year loan
- Payment: monthly payment
- Default: no payment for 90 days.

New Program

- Adding lease renewals to the Rental Assistance programs
- Participants will receive up to $4,500 to go towards one month lease payment and other eligible fees.

Loan Terms

- Interest Rate: zero (0) percent
- Term:5 year loan
- Payment: monthly payment
- Default: no payment for 90 days.